



**SEALED BID: AT&T**  
**BUYER: Stephanie Gale**  
**SOLICITATION NO.: CRFQ 0212 SWC1600000004**  
**Software-as-a-Service (SaaS) Multi-Factor Authentication**  
**BID OPENING DATE: April 19, 2016**  
**BID OPENING TIME: 1:30pm**  
**FAX NUMBER: 866 380-2566**

## **AT&T Response to State of West Virginia's RFQ**

**CRFQ 0212 SWC1600000004**

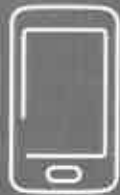
**Delmar J. Sigman II**  
**Client Solutions Executive**  
**AT&T**  
**816 Lee Street**  
**Charleston, WV 25301**  
**Phone: 304-932-8194**  
**ds8355@att.com**

04/19/16 12:49:24  
WV Purchasing Division





# AT&T Response to State of West Virginia's RFQ for Software-as-a-Service Multi-Factor Authentication





April 19, 2016

Stephanie L Gale  
Department of Administration  
Purchasing Division  
2019 Washington Street  
Charleston WV 25305

**Re: CRFQ 0212 SWC 1600000004**

As The State of West Virginia continues to improve Cybersecurity defenses, it is faced with numerous challenges.

AT&T understands your priorities and the initiatives that are driving change for improved security. After carefully reviewing your requirements, we propose our cost-effective Software-as-a-Service solution for Multi-Factor Authentication.

We look forward to continuing our partnership with the State of West Virginia and working together to make this project a success.

Sincerely,

A handwritten signature in cursive script that reads "D.J. Sigman".

DJ Sigman  
AT&T  
Government Account Manager  
816 Lee Street  
Charleston, WV 25301  
Ds8355@att.com



# Connecting Your World

## AT&T Response to State of West Virginia's RFQ for Software-as-a-Service Multi-Factor Authentication

April 19, 2016

Delmar J. Sigman II  
Client Solutions Executive  
AT&T  
816 Lee Street  
Charleston, WV 25301  
Phone: 304-932-8194  
[ds8355@att.com](mailto:ds8355@att.com)



**Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to the proposed terms and conditions of AT&T unless otherwise stated herein. Any changes or variations in AT&T proposed terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. **Copyright Notice and Statement of Confidentiality**—© 2016 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.



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## Executive Summary

To stay current with developments in education, the State may need new technologies for security services. In addition, you want to boost communication efficiency.

As emerging threats and rapidly evolving technology both put sensitive data at risk, staying up-to-date with the latest information security strategies and techniques is of the utmost importance. Hence, you are looking for a qualified vendor that can provide multi-factor authentication services to strengthen your network security policies and better protect sensitive data.

AT&T can help you strengthen and extend your network infrastructure and provide the expertise to move your operations to the next generation of technology in a cost-effective manner.

### Objectives

You must have an infrastructure in place that will support operations and future objectives effectively. You want a supplier that can help you redefine your value in academia by building a network platform to support these objectives:

- Eliminate costs from areas not related to your core competencies.
- Improve the performance of your security services.
- Improve your operational efficiency.

We understand your organization's challenges and the technologies that drive your operations. As a result, we've devised a solution and responded to your RFQ with details about each of the services needed to support your operations. Our solution includes services that help enable you to upgrade your technology and gain additional efficiencies, which can help streamline your communications.

### Solution

Our solution for the State is a good value and a smart investment. This is because we designed it based on your needs now—and so that you can easily add other services when you're ready.

We built the solution around AT&T Token Authentication Service, which provides enhanced access security for a wide range of customer applications ranging from enabling stronger authentication for a Virtual Private Network to enabling highly secure





access across an entire enterprise. It provides automated provisioning and management, with a flexible policy management approach that lets you specify blanket definitions combined with highly granular policy options. Pre-defined best-practice security policies are offered based on roles and delegation rights that can be fully customized.

The solution has these key features:

- Two-factor authentication to help reduce the risk of unauthorized access
- Multiple Token Authenticators –Key Fob or various software authenticators
- Supports major mobile platforms: Apple iOS, Android, Windows Mobile, and BlackBerry

Our managed token authentication service is a multi-tenant/multi-tier infrastructure that offers 99.999% service availability and is supported in highly secured data centers, staffed with security professionals 24x7.

AT&T can help you protect your network against unauthorized access and the losses associated with network security breaches by implementing our Token Authentication Service in concert with your overall security policy.

## Advantages of AT&T

AT&T is a global communications provider with the infrastructure, global breadth, financial resources, and management record necessary to maintain stable, long-term relationships with global businesses. Our experience in global network services demonstrates our capability to provide the people, investment, and technology necessary to manage your complex infrastructure.

You need a supplier with the resources, infrastructure, and expertise to manage network services. AT&T has both rich experience and proven success in integrating and managing networks and network infrastructure for institutions like yours.

As we continue to break new ground and deliver new solutions, we're focused on delivering the high-quality customer service that is our heritage.

## Personalized Support

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You'll receive ongoing, coordinated support from your account team for all of your AT&T services.





# RFQ Response



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: 183215

Doc Description: Software-as-a-Service (SaaS) Multi-Factor Authentication

Proc Type: Statewide MA Open End

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-24	2016-04-19 13:30:00	CRFQ 0212 SVVC1600000004	1

### BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV25305  
US

### VENDOR

Vendor Name, Address and Telephone Number:

**AT&T Corp.**  
**One AT&T Way, Bedminster, NJ 07921**

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale  
(304) 558-8801  
[stephanie.l.gale@wv.gov](mailto:stephanie.l.gale@wv.gov)

Signature X	FEIN # 13-4924710	DATE
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**All offers subject to all terms and conditions contained in this solicitation**







**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish a state-wide, open-end contract for a software-as-a-service (SaaS) multi-factor authentication application capable of meeting National Institute for Standards and Technology, NIST, Level 3 standards.

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	3.1.1 Software as a Service Capabilities (SaaS) Account	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233200			

**Extended Description:**

Pricing shall be per "account" for a two (2) year initial period.

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2.1 Optional Renewal of Saas (One Year) Year "3"	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233200			





**Extended Description:**

Pricing shall be per "account" for a one (1) year period.

INVOICE TO	SHIP TO
ALL STATE AGENCIES	STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS INDICATED BY ORDER	VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV99999	No City WV99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.2.2 Optional Renewal of Saas (One Year) Year "4"	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233200			

**Extended Description:**

Pricing shall be per "account" for a one (1) year period.

INVOICE TO	SHIP TO
ALL STATE AGENCIES	STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS INDICATED BY ORDER	VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV99999	No City WV99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.2.3 Optional Renewal of Saas (One Year) Year "5"	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233200			

**Extended Description:**







# 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.

## **AT&T Response:**

Notwithstanding anything contained in this RFQ to the contrary, AT&T submits this RFQ response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFQ document. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFQ document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFQ.

- 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.

## **AT&T Response:**

AT&T understands.

- 3. PREBID MEETING:** The item identified below shall apply to this Solicitation.
  - A pre-bid meeting will not be held prior to bid opening

## **AT&T Response:**

AT&T understands.





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

**AT&T Response:**

**AT&T understands.**

- 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.

**AT&T Response:**

**AT&T understands.**

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: April 5, 2016

Submit Questions to: Stephanie Gale  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Stephanie.L.gale@wv.gov](mailto:Stephanie.L.gale@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.

**AT&T Response:**

AT&T understands.

- 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.

**AT&T Response:**

AT&T understands.

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:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

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. Submission of a response to a request for proposal is not permitted in wvOASIS. 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

**AT&T Response:**

**AT&T understands.**

- 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 19, 2016 @ 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**AT&T Response:**

**AT&T understands.**





**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.

**AT&T Response:**

**AT&T understands.**

**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.

**AT&T Response:**

**AT&T understands.**

**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.

**AT&T Response:**

**AT&T understands.**

**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.







**AT&T Response:**

AT&T understands.

**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.

**AT&T Response:**

AT&T understands.

**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.

**AT&T Response:**

AT&T understands.

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

**AT&T Response:**

AT&T understands.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § SA-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.

**AT&T Response:**

AT&T understands.





**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.

**AT&T Response:**

AT&T takes exception to the waiver of "*minor irregularities*" portion of this provision as used here and throughout this RFQ to the extent that it implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the government procurement process.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

**AT&T Response:**

AT&T understands.

**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."





**AT&T Response:**

AT&T reserves the right, consistent with this RFQ and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFQ.

**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."

**AT&T Response:**

AT&T is willing to immediately commence negotiation of a mutually agreeable contract or serving arrangement with the *State of West Virginia* to deal with a potential partial award by the *State of West Virginia*. AT&T reserves the right, consistent with this RFQ and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFQ.

AT&T's proposal hereunder is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

AT&T's proposal represents a packaged offer to the *State of West Virginia* and cannot at the discretion of the *State of West Virginia* be broken apart by the selection or rejection of distinct portions or provisions.

**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.

**AT&T Response:**

AT&T respectfully requests that information in this document be held confidential by the ***State of West Virginia***, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.





## 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

### AT&T Response:

AT&T does not intend that the information described in the Proposal is to be the final expression between the parties. AT&T's proposal is submitted subject to the provisions of its Response and the terms and conditions of the Proposed Contract Documents; and AT&T reserves the right to negotiate the terms and conditions of the final contract. The information contained in this Proposal, or any part thereof, shall only be made a part of any resulting written contract between AT&T and the Customer to the extent agreed to by both parties. Upon being awarded the business, the parties shall enter into good faith negotiations of the final contract.

AT&T takes Exception to the portion of this provision that implies that bidder's mere execution and submission of a proposal acts as an acceptance of the terms and conditions in the RFQ.

Notwithstanding anything contained in this RFQ to the contrary, AT&T submits this RFQ response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFQ document. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFQ document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFQ.

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 award and extends for a period of two (2) 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 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. 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 thirty six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**AT&T Response:**

Any renewal option would be exercisable only via mutual written consent.

**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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one year renewal periods or multiple renewal periods of less than one year provided that 1he multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

- **One Time Purchase:** The term of this Contract shall run from the issuance of 1he 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.

**AT&T Response:**

AT&T understands.

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.

**AT&T Response:**

AT&T understands.

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.

**AT&T Response:**

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

AT&T will work with the **State of West Virginia** toward negotiation of mutually agreeable pricing for changes in quantity.

- **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.

**AT&T Response:**

AT&T understands.







6. **PRICING:** The pricing set forth herein is fine 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.

**AT&T Response:**

**AT&T understands.**

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

**AT&T Response:**

**AT&T understands.**

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- **BID BOND:** All Vendors shall furnish a 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.

**AT&T Response:**

**AT&T understands.**

- **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.





**AT&T Response:**

AT&T understands.

- **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.

**AT&T Response:**

AT&T understands.

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.

**AT&T Response:**

AT&T understands.

- **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.

**AT&T Response:**

AT&T understands.

- **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**AT&T Response:**

AT&T understands.

- **Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.





- **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

**AT&T Response:**

**AT&T understands.**

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 above.

**AT&T Response:**

**AT&T understands.**

- **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.

**AT&T Response:**

**AT&T understands.**

- 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.

**AT&T Response:**

**AT&T understands.**

- 10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was





filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**AT&T Response:**

AT&T understands.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ for \_\_\_\_\_

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.

**AT&T Response:**

Notwithstanding anything contained in this RFQ to the contrary, all terms and conditions relating to default and remedies shall be as provided in the Proposed Contract Documents.

Any liquidated damage provisions must be mutually agreed as part of the final contract document negotiations.

AT&T cannot agree to this Section 11 as written. AT&T does not agree to unknown liquidated damages.

**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.

**AT&T Response:**

AT&T does not intend that the information described in the Proposal is to be the final expression between the parties. AT&T's proposal is submitted subject to the provisions of its Response and the terms and conditions of the Proposed Contract Documents; and





AT&T reserves the right to negotiate the terms and conditions of the final contract. The information contained in this Proposal, or any part thereof, shall only be made a part of any resulting written contract between AT&T and the Customer to the extent agreed to by both parties. Upon being awarded the business, the parties shall enter into good faith negotiations of the final contract.

AT&T takes Exception to the portion of this provision that implies that bidder's mere execution and submission of a proposal acts as an acceptance of the terms and conditions in the RFQ.

**13. 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.

**AT&T Response:**

Should the parties agree that the method of purchase for any products/services provided under this RFQ shall be via Customer's purchase order, such purchase orders must clearly provide that the purchase is made pursuant to the mutually agreed contract documents and is not subject to the preprinted terms of that purchase order form.

Notwithstanding anything contained in this RFQ to the contrary, all terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular Section 8 ("*Suspension and Termination*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

**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.

**AT&T Response:**

Further, AT&T submits this Response subject to the Invoicing and Payment provisions contained in the Proposed Contract Documents. All terms and conditions relating to Invoicing and Payment shall be as set out in the Proposed Contract Documents, in particular Section 4 ("*Pricing and Billing*") of the AT&T Unified Agreement and the related





Pricing Schedule(s); and AT&T would have the right to prompt approval and payment of all work completed in compliance with contracted requirements.

For clarification, AT&T will provide services and, as appropriate, install, implement and cutover the system components called for in the agreed specifications for final acceptance of the services by the **State of West Virginia**. The services and components provided will operate in accordance with the manufacturer's specifications, the RFQ specifications as responded to by AT&T and the agreement of the parties. When the work and components specified in this Response complete manufacturer-recommended test protocols, acceptance occurs. Acceptance shall not exceed 30 days following Implementation.

**15. 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.

**AT&T Response:**

Notwithstanding anything contained in this RFQ to the contrary, all terms and conditions relating to payment of taxes shall be as set forth in the Proposed Contract Documents, in particular Section 4 ("*Pricing and Billing*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

**16. 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 §§ 148-1-6.1.e.

**AT&T Response:**

All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular Section 8 ("*Suspension and Termination*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.





**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**AT&T Response:**

AT&T clarifies that not all times are of the essence. AT&T is willing to look at specific times the *State of West Virginia* would like for AT&T to consider, but does not agree that all times are critical.

**18. 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.

**AT&T Response:**

All terms and conditions relating to governing law and venue shall be as set forth in the Proposed Contract Documents, in particular Section 10.11 (*"Governing Law"*) of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply. While the sample United Agreement attached shows governing law in New York, AT&T agrees to change the governing law to West Virginia in the final UA should AT&T be awarded.

**19. COMPLIANCE:** 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.

**AT&T Response:**

All terms and conditions relating to compliance with laws shall be as set forth in the Proposed Contract Documents, in particular Section 10.12 (*"Compliance with Laws"*) of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.





**AT&T Response:**

Every AT&T employee who may perform work under this Agreement is compensated according to the terms of either a collective bargaining agreement (CBA) or a written compensation policy. In addition, AT&T will at all times in the performance of the work comply with and provide the safeguards required by Federal, State and local laws, and applicable state labor laws and the regulations and standards issued thereunder. Any work performed by AT&T, or by any person or entity partially or entirely under its control, on the premises of the State of West Virginia or any Customer will be performed in accordance with any applicable CBA or compensation policy and with these laws and standards.

**21. 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.

**AT&T Response:**

AT&T understands.

**22. 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.

**AT&T Response:**

All terms and conditions relating to amendments and changes shall be as set forth in the Proposed Contract Documents, in particular Section 10.5 (*"Amendments and Waivers"*) of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

**23. 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.

**AT&T Response:**

All terms and conditions relating to Waivers shall be as set forth in the Proposed Contract Documents, in particular Section 10.5 (*"Amendments and Waivers"*) of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

**24. 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.

**AT&T Response:**

Should the parties agree that the method of purchase for any products/services provided under this RFQ shall be via Customer's purchase order, such purchase orders must clearly provide that the purchase is made pursuant to the mutually agreed contract documents and is not subject to the preprinted terms of that purchase order form.

All terms and conditions relating to order of priority shall be as set forth in the Proposed Contract Documents, in particular Section 1.2 (*"Priority of Documents"*) of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

Notwithstanding anything contained in this RFQ to the contrary, AT&T submits this RFQ response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFQ document. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFQ document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFQ.





**25. 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.

**AT&T Response:**

All terms and conditions relating to assignment shall be as set forth in the Proposed Contract Documents, in particular Section 10.6 (*"Assignment and Subcontracting"*) of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

**26. 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.

**AT&T Response:**

Notwithstanding anything contained in this RFQ to the contrary, all terms and conditions relating to warranties shall be as set forth in the Proposed Contract Documents, in particular Section 6 (*"Limitations of Liability and Disclaimers"*) of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

**27. 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.

**AT&T Response:**

AT&T understands.

**28. 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.





**AT&T Response:**

All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular Section 8 (*"Suspension and Termination"*) of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

AT&T is a worldwide multibillion dollar company. The most recent Annual Report for AT&T can be found in the Investor Relations section of our website at:

<http://www.att.com/gen/investor-relations?pid=9186>

**29. 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>.

**AT&T Response:**

If selected by Customer, AT&T will work cooperatively with the Customer to finalize and/or clarify any required contractual provisions and expedite execution of a final agreement

All terms and conditions relating to Data Privacy and Confidentiality obligations shall be as set forth in the Proposed Contract Documents, in particular Section 5 (*"Confidential Information"*) of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

**30. 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.

**AT&T Response:**

AT&T respectfully requests that information in this document be held confidential by the **State of West Virginia**, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

**AT&T Response:**

AT&T understands.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an 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.





**AT&T Response:**

AT&T will work with the *State of West Virginia* to reach agreement on a mutually acceptable assignment of anti-trust claim provision.

**33. 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.

**AT&T Response:**

In response to sub-section (4) above, notwithstanding anything contained in this RFQ to the contrary, AT&T submits this RFQ response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFQ document. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFQ document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFQ.

The undersigned can affirm to the best of the undersigned's knowledge and belief that this RFQ Response was not prepared in collusion with any other person or company engaged in the same line of business or commerce.

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.

**AT&T Response:**

AT&T will represent, however, that to the best of its knowledge and belief, after a reasonable inquiry, that none of the people involved in the preparation of this Response have a familial relationship with any employee of the State of West Virginia. However, the State of West Virginia should make such an inquiry of its own employees, directors, and officers prior to entering into an agreement with AT&T and take the necessary steps to ensure such individuals remain in compliance with these requirements.

AT&T is not aware of any material conflict of interest. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any State of West Virginia employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, given AT&T and its affiliates' nearly 280,000 employees, it is not possible in any practical fashion and in the time available for this response to determine any possible connections between all AT&T employees and any employees of the State of West Virginia or any component office.

**34. 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.

**AT&T Response:**

AT&T understands.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors





for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

**AT&T Response:**

**Notwithstanding anything contained in this RFQ to the contrary, all terms and conditions relating to independent contractors shall be as set forth in the Proposed Contract Documents, in particular Section 10.3 ("*Independent Contractor*") of the Unified Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.**

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.

**AT&T Response:**

**Notwithstanding anything contained in this RFQ to the contrary, all terms and conditions relating to indemnification and holding the Customer harmless shall be as set forth in the Proposed Contract Documents, in particular Section 7 ("*Third Party Claims*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.**

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





**AT&T Response:**

Notwithstanding anything contained in this RFQ to the contrary, all terms and conditions relating to indemnification and holding the Customer harmless shall be as set forth in the Proposed Contract Documents, in particular Section 7 ("*Third Party Claims*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**AT&T Response:**

AT&T understands.

**38. 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.

**AT&T Response:**

AT&T is certainly willing to entertain the opportunity to provision to other entities. However, AT&T would need to know information including, but not limited to, which entities were being considered, how the billing and collection would work (e.g., who would ultimately be responsible for payment), any credit issues, and what services were involved. Once AT&T understood the details, AT&T would consider this opportunity.







**39. 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.

**AT&T Response:**

AT&T will represent, however, that to the best of its knowledge and belief, after a reasonable inquiry, that none of the people involved in the preparation of this Response have a familial relationship with any employee of the *State of West Virginia*. However, the *State of West Virginia* should make such an inquiry of its own employees, directors, and officers prior to entering into an agreement with AT&T and take the necessary steps to ensure such individuals remain in compliance with these requirements.

AT&T is not aware of any material conflict of interest. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any the *State of West Virginia* employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, given AT&T and its affiliates' nearly 280,000 employees, it is not possible in any practical fashion and in the time available for this response to determine any possible connections between all AT&T employees and any employees of the *State of West Virginia* or any component office.

**40. 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 [g.regquisitions@wv.gov](mailto:g.regquisitions@wv.gov).

**AT&T Response:**

AT&T understands.

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose





employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The 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.

**AT&T Response:**

Any additional background checks, beyond those which are legally required, will be as mutually agreed and at the State of West Virginia's expense.

AT&T will comply with all legally required background check requirements, and will work with the State of West Virginia to address any additional background check policies consistent with applicable collective bargaining agreements, privacy concerns and AT&T policies.

**42. 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.

**AT&T Response:**

**This appears to not apply to this product or offering.**

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In**

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the **cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products.** If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.





This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**AT&T Response:**

**This appears to not apply to this product or offering.**





# CERTIFICATION AND SIGNATURE PAGE

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.

AT&T Corp.  
(Company)

Bidder: Guerdy Charles, AT&T Corp Signed: 

Date: 4/18/2016 Title: Director of Sales

7229 Parkway Drive | Hanover MD 21076  
M: 301.956.0585 / F: 866.829.0846  
Guerdy.charles@att.com





## SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish a state-wide, open-end contract for a software-as-a-service (SaaS) multi-factor authentication application capable of meeting National Institute for Standards and Technology, NIST, Level 3 standards.

The application will require the purchase of subscription services for multi-factor authentication services, configuration and support (purchases will be conducted on a "per account" basis). The estimated number of SaaS accounts, shown on associated documents, is based on sponsoring agency, the West Virginia Office of Technology, estimates of account purchases through this agency only. As a State-wide contract, for a SaaS solution, the service will be made available to over one hundred and fifty five (155) State agencies and organizations.

### **AT&T Response:**

The information and pricing contained in this proposal is valid for a period of ninety (90) days from the date written on the proposal cover page unless rescinded or extended in writing by **AT&T Corp.**

AT&T's proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of submission. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its proposal. Work which is not shown or described in a proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

AT&T does not intend that the information described in the Proposal is to be the final expression between the parties. AT&T's proposal is submitted subject to the provisions of its Response and the terms and conditions of the Proposed Contract Documents; and AT&T reserves the right to negotiate the terms and conditions of the final contract. The information contained in this Proposal, or any part thereof, shall only be made a part of any resulting written contract between AT&T and the Customer to the extent agreed to by both parties. Upon being awarded the business, the parties shall enter into good faith negotiations of the final contract.

- 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 "Account" means a user's individualized SaaS interface provision (as specified under Section 3.1.1) and is also the unit of measure for pricing SaaS services.

**AT&T Response:**

All terms and conditions relating to definitions shall be as set forth in the Proposed Contract Documents, in particular Section 11 ("*Definitions*") of the Unified Agreement. AT&T's Response to Section 2 in its entirety:

- 2.2 "Agency" means the same thing as a spending unit. This includes any department, bureau, division, office, board, commission, authority, agency, or institution of state government for which an appropriation is requested by the Governor, or to which an appropriation is made by the legislature, unless a specific exemption from West Virginia code SA-I is provided.
- 2.3 "Application" means a program designed to perform a specific function.
- 2.4 "Application Program Interface (API)" means software intermediary that makes it possible for application programs to interact with each other and share data.
- 2.5 "Authentication" means a process that ensures and confirms a user's identity.
- 2.6 "Availability" means the ability of a user to access information or resources in a specified location and in the correct format.
- 2.7 "Cloud Service" means any resource provided over the Internet.
- 2.8 "Confidentiality" means a security principle that works to ensure that information is not disclosed to unauthorized subjects.
- 2.9 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.10 "Critical Issue Support" - means assistance when the system is down; business operations or productivity are severely impacted with no available workaround; or there is an urgent security issue.
- 2.11 "Data-at-rest" means data stored in persistent storage.
- 2.12 "Data-in-transit" means data that is moving across public or "untrusted" networks such as the Internet.





- 2.13 "High-Availability (HA)" means systems that are durable and likely to operate continuously without failure for a long time.
- 2.14 "Integrity" means a security principle that makes sure that information and systems are not modified maliciously or accidentally.
- 2.15 "Multi-factor Authentication" means a security control that requires more than one method of authentication from independent categories of credentials ("something you know, have, or are") to verify the user's identity for a login or other transaction.
- 2.16 "Organizational Account" means a logically separated SaaS account subscription provided to a state organization by the vendor. Organizational accounts will be separately billed to the owning state organization.
- 2.17 "Passcode" means a string of characters used as a password.
- 2.18 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.19 "Remote Access" means the ability to get access to a computer or a network from a remote distance.
- 2.20 "Secure Socket Shell" means a UNIX-based command interface and protocol for securely getting access to a remote computer.
- 2.21 "Short Message Service (SMS)" means a text messaging service component of phone, Web, or mobile communication systems.
- 2.22 "Software as a Service Capabilities (SaaS)" means software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.
- 2.23 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.24 "Virtual Private Network (VPN)" means a method employing encryption to provide secure access to a remote computer over the Internet.
- 2.25 "Vulnerability" means a weakness which allows an attacker to reduce a system's information assurance.







## General Requirements

3.1 Mandatory Contract Item 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 Software as a Service Capabilities (SaaS). The SaaS must include the following:*

*3.1.1.1 Vendor must be listed in Gartner's 2014 Magic Quadrant for User Authentication.*

### **AT&T Response:**

As companies open their networks to a wide variety of remote users such as mobile employees, customers, partners, resellers and suppliers, they risk the exposure of highly valuable, proprietary and sensitive information.

As a result, organizations are taking a stronger stand regarding authenticating authorized users of their network resources – protecting their data assets by controlling who gets access to specific resources and incorporating centralized and automated policy management to match their security posture.

AT&T has teamed with Gemalto-SafeNet to create our newest version of the AT&T Token Authentication Service. SafeNet has been the leader in Gartner's Magic Quadrant for over 4 consecutive years.

*3.1.1.2 Must be fully integrated with the existing Remote Access: Virtual Private Network (VPN) solution utilized by the State.*

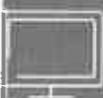
### **AT&T Response:**

Comply.

The AT&T Authentication Service integrates with Cisco ASA, Citrix NetScaler and Microsoft UAG: Unified Access Gateway remote access and hundreds more.

On a generic level, the AT&T Authentication Service will support any device vendor which can send the authentication request using RADIUS or SAML 2.0.

We currently have a broad range of integration guides for a growing list of network element and application providers.





Please follow the link below the Implementation Guides for a few specific device vendors:

<http://www2.safenet-inc.com/sas/implementation-guides.html>

For devices which fall within the generic RADIUS category, they would require the following 3 pieces of information:

1. IP/Hostname of RADIUS Server – rad1/rad2.safenet-inc.com
2. Port – 1812/UDP, 1813/UDP
3. Shared Secret – passphrase used between server and device to encrypt password.

This is a screenshot which shows the AT&T Authentication Service, Auth Node configuration screen:

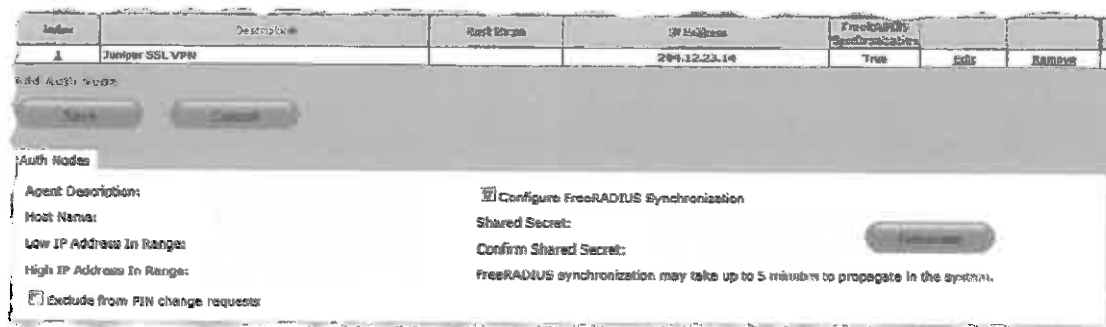


Figure 1: AT&T Token Authentication Service Auth Config Screen

3.1.1.2.1 Solution must adhere to Level 3 specifications of NIST Special Publication 800-63-2, Electronic Authentication Guideline.

**AT&T Response:**

Comply.

AT&T Authentication Service encrypts the OTP Seed database using a FIPS 140-2 Level 3-designed Hardware Security Module (HSM).

AT&T Authentication Service is structured in a secure multi-tenant environment, where the information of each account is separated from the other. The Service uses a hierarchy of parent-child relationships for all accounts, whereby there is a central root account from which all sub-accounts are derived, up to an infinite level. That being said,





privacy is protected in the chain, as an account can only be viewed and managed by its parent unless the account has explicitly delegated control to its grandparent or has explicitly invited an external operator to manage its operation.

Administrators have access only to the users that belong to their account. The sensitive information related to each account is stored with an AES256 encryption key. Any attempt to access information in the Service database requires an encryption key. These encryption keys are needed not only for reading the data, but also for copying, moving, deleting, or restoring items (rows) in the database. Encryption keys are managed and protected by using a Hardware Security Module (HSM).

Hardware Security Modules (HSMs) are secure cryptographic processing appliances used for managing and protecting encryption keys, and accelerating cryptographic processes for high-performance environments. The FIPS 140-2 Level 3 designed HSM is tamper-resistant, and is protected from physical or logical attempts to break into the device and gain access to the encryption keys.

*3.1.1.3 Must be configured for high-availability (HA).*

**AT&T Response:**

Comply. See Section 3.1.1.6, below.

*3.1.1.4 Must provide customer data protection through data-at-rest and data-in-transit encryption.*

**AT&T Response:**

Comply.

Each AT&T Authentication Service PoP is a mirror image of the other. Within each data-center, two instances of the database are maintained, which results in a total of four replicated instances of AT&T Authentication Service data. To mitigate data corruption and loss risks, a daily back up of the data used by the service is written to tape from Side A. An SQL log file is generated and written to tape each day.

In addition, a backup of each server is taken from one instance in Site A. Each server is backed up fully every week, with daily incremental updates. Once a week, an encrypted tape is sent off site for disaster recovery purposes.





A restoration test is performed annually. For this test, a tape is recalled from off-site storage and the data restored to a test environment.

Each user's access device will typically be set up to connect to both a primary and a secondary PoP. As AT&T Authentication Service performs real-time data replication between datacenters, should the primary connection fail, the customer's device will automatically authenticate users to the secondary PoP without any service interruption.

Data between PoPs is transmitted across encrypted links using AES256-based encryption to create a trusted and secure tunnel between the sites. Regular disaster recovery tests are conducted to verify projected recovery times, as well as prove the ongoing integrity of customer data within the PoPs, ensuring that the data was not changed in the backup and restore processes.

*3.1.1.5 The vendor must provide the State, at minimum annually, third party information security audit(s) and be willing to share results of those audits(s).*

**AT&T Response:**

AT&T Authentication Service received an Independent Service Auditor's Report (SOC2) on Controls Relevant to Security and Availability for the AT&T Authentication Service System This is a Type 2 Report - A report on management's description of the service organization's system and the suitability of the design and operating effectiveness of the controls.

In addition, the Service has been awarded ISO 27001 certification, an internationally-recognized information security certification. The certification indicates that AT&T Authentication Service's operations, operations-related IT and datacenters meet the ISO 27001:2005 standard which sets out requirements for the establishment and implementation of an Information Security Management System.

*3.1.1.6 The vendor must provide documentation outlining the use of any third party cloud services used by the vendor for the State.*

**AT&T Response:**

AT&T's Token Authentication Service is hosted in two Points-of-Presence (PoP), each of which is a replica of the other (see Figure 1). The architecture is scalable in the sense that more PoPs and more service instances per PoPs can be added to support higher authentication traffic, as well as additional geographic regions.





User data is synchronized from the customer’s user repository to the hosted environment using AT&T’s Authentication Service’s Directory Sync Agent, and a secure tunnel between the agent and the users’ database in the PoP. Authentication requests are handled by RADIUS and SAML protocols that are considered to be secured and trusted.

Access to the service for customers and service providers is delivered via the Administrator’s Portal. Connection to this portal is secured via HTTPS, ensuring that users have a secure connection from their browsers. Prior to being given access to the portal, each administrator must authenticate to the Service using their personally issued two-factor authentication token.

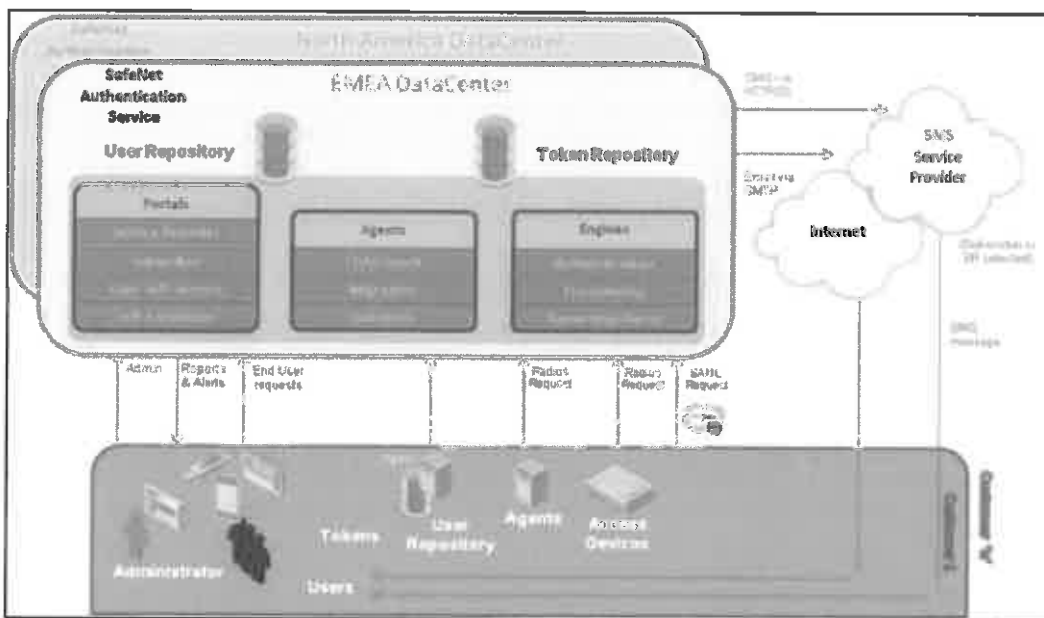


Figure 2: AT&T Token Authentication Service High-Level Architecture

AT&T Authentication Service is based on a number of strategically located global Points-of-Presence (PoP). The datacenters are fully redundant at every point, be it Internet connectivity, network switching, or application and database access between the centers, as well as hot standby of all equipment within the datacenters. AT&T Authentication Service Point-of-Presence Datacenters are ISO 27001:2005 certified and ensure network separation between applications. They allow for multi-factor authentication for specific applications. All these are mandatory requirements for PCI-DSS compliance.

All equipment is high performance, high availability server class including the following:

- Redundant power source and power supplies



- All POPs include redundant power sources and redundant Internet connections.
- All POPs are climate controlled.
- All POPs are monitored 24 x 7 using state of the art equipment to detect anomalies, “brown-outs”, degraded performance and catastrophic events.
- Redundant 4/6 or 8 core Dual XEON processors
- Raided high performance 15k RPM SCSI drives
- SQL Clustering with failover and inter-POP replication
- High Performance/ high Availability Firewalls with failover
- Primary Internet and Alternate Internet connectivity (redundant)
- Security sensitive data is encrypted in the SQL databases
- Monthly penetration tests are performed against all POPs
- SQL Clusters are situated in the “Internal” trusted zone. Access to the cluster can only occur through the locked down Service processes in the DMZ and only then via the firewall.
- All email (SMTP) and SMS servers are explicitly limited to outbound messaging.
- All systems have Anti-virus protection enabled.
- All software is security and performance tested prior to application in the production environment.
- The Service SLA guarantees 99.999% availability

*3.1.1.7 The Vendor shall notify the State concerning the discovery of critical vulnerability and security incidents that potentially jeopardize the confidentiality, integrity and availability of the SaaS. Notification shall be implemented and confirmed within twenty-four (24) hours following confirmation of the event.*

**AT&T Response:**

AT&T acknowledges and will comply.

*3.1.1.8 Multi-factor Authentication Support. Must support multi-factor authentication integration with the following applications & services at no additional charge:*

*3.1.1.8.1 Remote Access Virtual Private Network (VPN)*





**AT&T Response:**

Comply.

The AT&T Authentication Service integrates with Cisco ASA, Citrix NetScaler and Microsoft UAG: Unified Access Gateway remote access and hundreds more.

On a generic level, the AT&T Authentication Service will support any device vendor which can send the authentication request using RADIUS or SAML 2.0.

We currently have a broad range of integration guides for a growing list of network element and application providers.

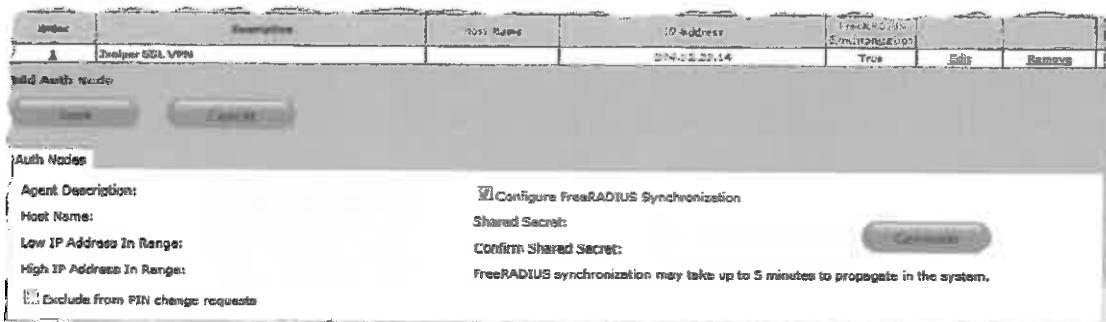
Please follow the link below the Implementation Guides for a few specific device vendors:

- <http://www2.safenet-inc.com/sas/implementation-guides.html>

For devices which fall within the generic RADIUS category, they would require the following 3 pieces of information:

4. IP/Hostname of RADIUS Server – rad1/rad2.safenet-inc.com
5. Port – 1812/UDP, 1813/UDP
6. Shared Secret – passphrase used between server and device to encrypt password.

This is a screenshot which shows the AT&T Authentication Service, Auth Node configuration screen:



**Figure 3: AT&T Token Authentication Service Auth Config Screen**

*3.1.1.8.2 Microsoft Outlook, Forefront, Remote Desktop Protocol, Active Directory Federation Services (ADFS) and Office 365*



**AT&T Response:**

Comply.

SAS supports authenticating users to Windows and Mac desktops. This is accomplished through the use of agent software that is installed on the desktop (which can be pushed out using group policy) which will allow the user to enter their LDAP credential but also expose a third login field where the user would enter their one-time passcode.

Additionally, SAS is able to authenticate a wide range of server remote access endpoints.

We support the following server remote access 'out of the box':

- Linux PAM aware modules such as SSH, login, screensavers etc.
- Windows CTRL-ALT-DEL Logon process (Local Windows Logon)
- Windows Remote Desktop (Terminal Services Logon)

The AT&T Authentication Service supports RADIUS, SAML and our own proprietary agent protocol. Any server remote access services which can initiate an authentication request using RADIUS, SAML, or our authentication API, can authenticate against the AT&T Authentication Service during server remote access authentication.

SAS integrates with Active directory using the SAS LDAP Synchronization Agent. The SAS LDAP Synchronization Agent is a software based agent which is installed on the same subnet as a Domain Controller.

The Sync agent is configured to use a read-only account in the LDAP and is then configured to monitor user membership to specific security groups within Active Directory. SAS automation engines can be configured in such that by simply adding a user account to a monitored security group in LDAP that that user will automatically be provisioned with a pre-determined token type. As soon as that user account is removed from the security group or the user account is disabled in AD, the token will be revoked from that user and the token returned to inventory so that it can be re-provisioned to another user.

For those users who are not part of the AD domain, SAS provides a mechanism to manually create the user and then again if that user account is added to an automated provisioning group in SAS then that user can automatically be provisioned a token.

Alternatively, our synchronization agent can also synchronize with a database. In that example if there is a database available that contains transient users or 3rd party







contractors for instance, users can be synchronized from that data source. Lastly, users can be created in SAS and automatically provisioned with tokens by uploading a flat-file to the authentication platform.

Users that exist in SAS can have multiple aliases which might exist for a single user across multiple domains.

The AT&T Authentication Service (SAS) Synchronization Agent has been developed to simplify the task of user creation in SAS. Without the Synchronization Agent, the administrator must manually input user information via the web-based management interface. With the Synchronization Agent configured, LDAP or SQL user groups are monitored for membership changes, and user information updates are automatically made in SAS to reflect these changes.

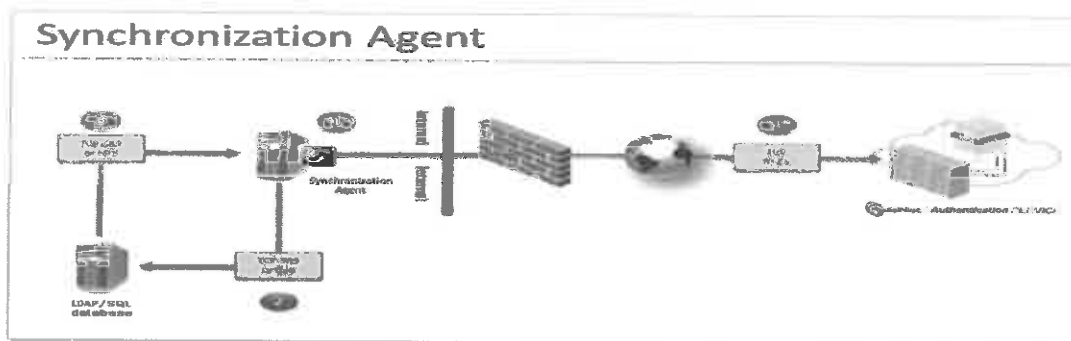


Figure 4: AT&T Token Authentication Service Synchronization Agent

Most organizations maintain information about their users in an SQL database or in an LDAP directory such as Active Directory. The purpose of the Synchronization Agent is to auto-populate SAS with users maintained in one of these user sources.

Key features of the Synchronization Agent include the following:

- Can be used with most LDAP directory servers and SQL servers
- Can accommodate custom schemas
- Does not write to the user source
- Does not require an administrator account to connect to the user source
- Can synchronize multiple user sources, such as multiple LDAP directory servers or multiple SQL servers
- Uses AES encryption between the Synchronization Agent and AT&T Authentication Service



- Supports SSL between the Synchronization Agent and the LDAP directory server or SQL server
- **Secure Tunnel:** All communication between the Synchronization Agent and AT&T Authentication Service is encrypted with AES 256 encryption. In addition, an SSL secure tunnel is supported between the LDAP Synchronization Agent and the LDAP Directory Server. AES key exchange is done by AES key wrapping using RSA 1024-bit keys.

### *3.1.1.8.3 Unix - Secure Socket Shell (SSH)*

#### **AT&T Response:**

Comply.

SAS is able to authenticate a wide range of server remote access end points.

We support the following server remote access 'out of the box':

- Linux PAM aware modules such as SSH, login, screensavers etc.
- Windows CTRL-ALT-DEL Logon process (Local Windows Logon)
- Windows Remote Desktop (Terminal Services Logon)

The AT&T Authentication Service supports RADIUS, SAML and our own proprietary agent protocol. Any server remote access services which can initiate an authentication request using RADIUS, SAML, or our authentication API, can authenticate against the AT&T Authentication Service during server remote access authentication.

### *3.1.1.9 Second Factor Authentication Requirements. The "something you have" factor must support:*

#### *3.1.1.9.1 No-cost, vendor-provided mobile phone application compatible with the latest Apple, Android and Windows mobile phone operating systems.*

#### **AT&T Response:**

Comply.

Our solution for the State is a good value and a smart investment. This is because we designed it based on your needs now—and so that you can easily add other services when you're ready.





We built the solution around AT&T Token Authentication Service, which provides enhanced access security for a wide range of customer applications ranging from enabling stronger authentication for a Virtual Private Network to enabling highly secure access across an entire enterprise. It provides automated provisioning and management, with a flexible policy management approach that lets you specify blanket definitions combined with highly granular policy options. Pre-defined best-practice security policies are offered based on roles and delegation rights that can be fully customized.

The solution has these key features:

- Two-factor authentication to help reduce the risk of unauthorized access
- Multiple Token Authenticators –Key Fob or various software authenticators
- Supports major mobile platforms: Apple iOS, Android, Windows Mobile, and BlackBerry

Our managed token authentication service is a multi-tenant/multi-tier infrastructure that offers 99.999% service availability and is supported in highly secured data centers, staffed with security professionals 24x7.

The AT&T Token Authentication Service software token application is supported on the following mobile and non-mobile devices:

1. Apple iOS 4.3 +
2. Android 2.2+
3. BlackBerry Java 5.x-7.x
4. BlackBerry 10
5. J2ME
6. Windows Desktop 32-bit/64-bit
7. Windows 7,8,8.1, Server 2008/2012
8. MAC OSX (through RADIUS PAM Module)

There are no functionality differences between the mobile and non-mobile versions of our software token.

Please follow the link below for a comprehensive list of the SafeNet manufactured tokens: <http://www.safenet-inc.com/multi-factor-authentication/two-factor-authentication-2fa/>





In addition to the tokens that are offered by SafeNet, the AT&T Authentication Service will also support any OAuth HOTP/TOTP compliant token from a 3rd party such as those offered by Yubikey. The token records for these token types can be simply imported into the SAS database and managed as though they are any other token.

SAS can also support the use of static passwords which have a limited time to live. Entropy and password rotation for those passwords can be managed from the platform placing control back in the hands of IT Staff.

Finally, through the use of the RADIUS Token feature in the AT&T Authentication Service, it is possible to implement SAS in a proxy architecture with an existing authentication platform with zero impact to the end user and allow them to continue using their existing token until it expires. All of the tokens that are supported in the AT&T Authentication Service can either be purchased outright from AT&T in a CAPEX model or are available in an OPEX model.

Additionally, it should be noted that all SafeNet tokens carry non-expiring licenses and the associated costs are to be considered as “one time” costs.

#### *3.1.1.9.2 Non-proprietary hardware tokens.*

#### **AT&T Response:**

Please follow the link below for a comprehensive list of the SafeNet manufactured tokens available through the AT&T Token Authentication Service:

- <http://www.safenet-inc.com/multi-factor-authentication/two-factor-authentication-2fa/>

In addition to the tokens that are offered by AT&T, the AT&T Authentication Service will also support any OAuth HOTP/TOTP compliant token from a 3rd party such as those offered by Yubikey. The token records for these token types can be simply imported into the SAS database and managed as though they are any other token.

SAS can also support the use of static passwords which have a limited time to live. Entropy and password rotation for those passwords can be managed from the platform placing control back in the hands of IT Staff.

AT&T hardware tokens are manufactured in a secure facility, operated by an AT&T contracted manufacturer. While in transit between the token manufacturer and AT&T fulfillment centers, and between the fulfillment centers and AT&T’s customers, OTP Seed records are encrypted using AES 256 encryption.





While at rest, Seed files are stored in a database and protected using a FIPS 140-2 certified hardware based database encryption tool (SafeNet's DataSecure).

AT&T offers its customers a unique ability to re-program the Seed values of customers' hardware tokens in the field after tokens have been delivered. In such cases, the new Seed values need to be uploaded to AT&T Authentication Service. This is done using the Service's Administrator Console.

#### *3.1.1.9.3 Short Message Service (SMS) passcode authentication.*

##### **AT&T Response:**

Comply.

AT&T has the broadest range of authentication methods available in the market place today. The SAS MobilePass (software token) provides support for every smartphone platform and also features phones as well as Windows and Mac desktop/laptop platforms. Additionally, SAS can deliver onetime passcodes to users via email and SMS. Additionally, SAS supports GRIDSure tokens which is most often used with SSL-VPN login and web-based applications where the user will be presented with a grid or matrix of characters each time they try to access the asset and the user simply enters in a string of characters using a pattern that they have selected during the enrollment process. SAS can also support the use of static passwords which have a limited time to live. Entropy and password rotation for those passwords can be managed from the platform placing control back in the hands of the IT Staff.

#### *3.1.1.9.4 System-generated backup codes.*

##### **AT&T Response:**

Comply.

Only compliant algorithms are used in the system.

One Time Password solutions use a secret that is shared between the user's authenticator and the authentication server, which serves as a root of trust from which a publicly known mechanism creates the random One Time Password. These shared secrets are called OTP Seeds.

AT&T Authentication Service encrypts the OTP Seed database using a FIPS 140-2 Level 3-designed Hardware Security Module (HSM).





AT&T Authentication Service is structured in a secure multi-tenant environment, where the information of each account is separated from the other. The Service uses a hierarchy of parent-child relationships for all accounts, whereby there is a central root account from which all sub-accounts are derived, up to an infinite level. That being said, privacy is protected in the chain, as an account can only be viewed and managed by its parent unless the account has explicitly delegated control to its grandparent or has explicitly invited an external operator to manage its operation.

Administrators have access only to the users that belong to their account. The sensitive information related to each account is stored with an AES256 encryption key. Any attempt to access information in the Service database requires an encryption key. These encryption keys are needed not only for reading the data, but also for copying, moving, deleting, or restoring items (rows) in the database. Encryption keys are managed and protected by using a Hardware Security Module (HSM).

Hardware Security Modules (HSMs) are secure cryptographic processing appliances used for managing and protecting encryption keys, and accelerating cryptographic processes for high-performance environments. The FIPS 140-2 Level 3 designed HSM is tamper-resistant, and is protected from physical or logical attempts to break into the device and gain access to the encryption keys.

AT&T hardware tokens are manufactured in a secure facility, operated by an AT&T contracted manufacturer. While in transit between the token manufacturer and AT&T fulfillment centers, and between the fulfillment centers and AT&T's customers, OTP Seed records are encrypted using AES 256 encryption.

While at rest, Seed files are stored in a database and protected using a FIPS 140-2 certified hardware based database encryption tool (SafeNet's DataSecure).

AT&T offers its customers a unique ability to re-program the Seed values of customers' hardware tokens in the field after tokens have been delivered. In such cases, the new Seed values need to be uploaded to AT&T Authentication Service. This is done using the Service's Administrator Console.

*3.1.1.10 Account Management Capabilities. The vendor must include the following capabilities for account management:*

*3.1.1.10.1 Multi-factor authentication access control for account management console.*

**AT&T Response:**

Comply.





Two main API's are available. They are both SOAP based.

**API #1 - Management API:** This API allows for control of functions you would typically perform from within the user/token management console.

A full list of available functions can be viewed at the following URL:

- <https://cloud.safenet-inc.com/bsidca/bsidca.asmx>

This API does not require any additional libraries from AT&T. This allows you to use any programming language of choice which is able to produce a SOAP packet.

**API #2 – Authentication API:** This API allows a developer to build in AT&T authentication within their custom application. This API does require a library from AT&T which is available in C# and Java.

*3.1.1.1 0.2 Reporting capability for authentication logging and administrative actions.*

**AT&T Response:**

Comply.

SAS contains over 40 'canned' reports that capture the most important aspects of operating an authentication service. These reports cover the following functional and policy based domains:

- **Security Policy**—This group of reports deals with alert history, container management, Operator roles and scope, and Auth Nodes and RADIUS attributes.
- **Compliance**—This group of reports covers user authentication activity, Operator activity and other factors important to internal and external security auditors.
- **Billing**—This group of reports provides details of all transactions including capacity, tokens, SMS credits, and their related billing terms.
- **Inventory**—This group of reports provides detailed information on tokens, token ownership, states, and other general inventory information.

Every Virtual Server has a reporting engine that provides an extensive range of usage, compliance, inventory management and billing reports. Reports can be customized, scheduled and automatically delivered to recipients or viewed and downloaded through the management UI.



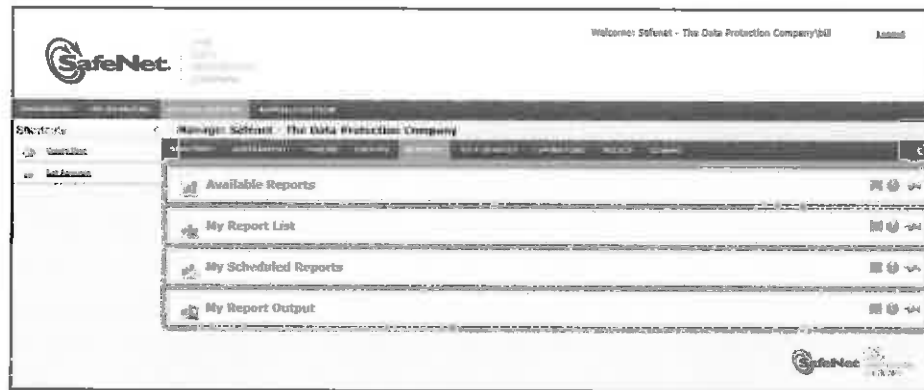


Figure 5: Reporting Module

Reporting consists of four modules:

1. **Available Reports Module**—This module lists all of the standard reports available in the Virtual Server. Reports from this list can be customized and copied to the My Customized Reports module.
2. **My Customized Reports Module**—This module lists all reports that can be run on the Virtual Server. Reports in this module can be scheduled to run once or periodically at regular, predefined intervals. Delivery options and recipients are defined in this module.
3. **My Scheduled Reports**—All scheduled reports appear in the My Scheduled Reports list. Schedules can be modified and reports can be run now without modifying the normal schedule.
4. **My Report Output**—This module lists all reports that are currently in the run state or have completed. From this list, Operators can view or download reports in a variety of formats.

As mentioned all of these reports can be configured to run at pre-determined intervals and delivered to a nearly unlimited number of custom recipients. The system also contains an extremely granular level of change audit logging. For instance if a system operator logs into the system and changes a threshold on the one of the alerting modules - the system will log that change with timestamp. This is extremely helpful for audit compliance relative to change audit. Additionally, if the pre-packaged reports are not satisfactory, SAS allows administrator to generate a report based on any metric the system captures - these reports can be configured to run on a per tenant basis at any level in the account tree and those reports are only specific to that tenant.

### 3.1.1.10.3 Administrative management console application programming interface (API).





**AT&T Response:**

Comply.

Two main API's are available. They are both SOAP based.

**API #1 - Management API:** This API allows for control of functions you would typically perform from within the user/token management console.

A full list of available functions can be viewed at the following URL:

- <https://cloud.safenet-inc.com/bsidca/bsidca.asmx>

This API does not require any additional libraries from AT&T. This allows you to use any programming language of choice which is able to produce a SOAP packet.

**API #2 – Authentication API:** This API allows a developer to build in AT&T authentication within their custom application. This API does require a library from AT&T which is available in C# and Java.

*3.1.1.11 Self-service Portal Capabilities. The vendor must include the following capabilities for user self-service:*

*3.1.1.11.1 Ability for user self-enrollment.*

**AT&T Response:**

Comply.

There are several ways to provision users with tokens:

- **Bulk Provisioning**—any number of users are provisioned in one simple, time-saving step.
- **Automated Provisioning**—rules are used to evaluate when a user should be issued a token and what type of token. If the rule evaluates true for a user, a token is issued. If false, the token is revoked. Automated provisioning is usually used in conjunction with LDAP Synchronization and LDAP Integration.
- **Manual Provisioning**—used to manually provision users, one user at a time.

Automated Provisioning within SAS evaluates rules configured in the Automated Policy module on the Policy Tab. While complex rules can be configured, the most common practice is to provision a user with a token based on their Group membership. During LDAP synchronization, user information is updated, adding or removing users from the





Account's Virtual Server and adding or updating their Virtual Server's copy of LDAP group membership. If during update a user is found to be a member of a group to which tokens should be provisioned, the user will automatically be sent the appropriate self-enrollment notification.

The main advantage of Auto Provisioning is that by virtue of adding or removing users from LDAP and LDAP groups, AT&T Authentication Service can take the appropriate provision/de-provision action with no manual intervention.

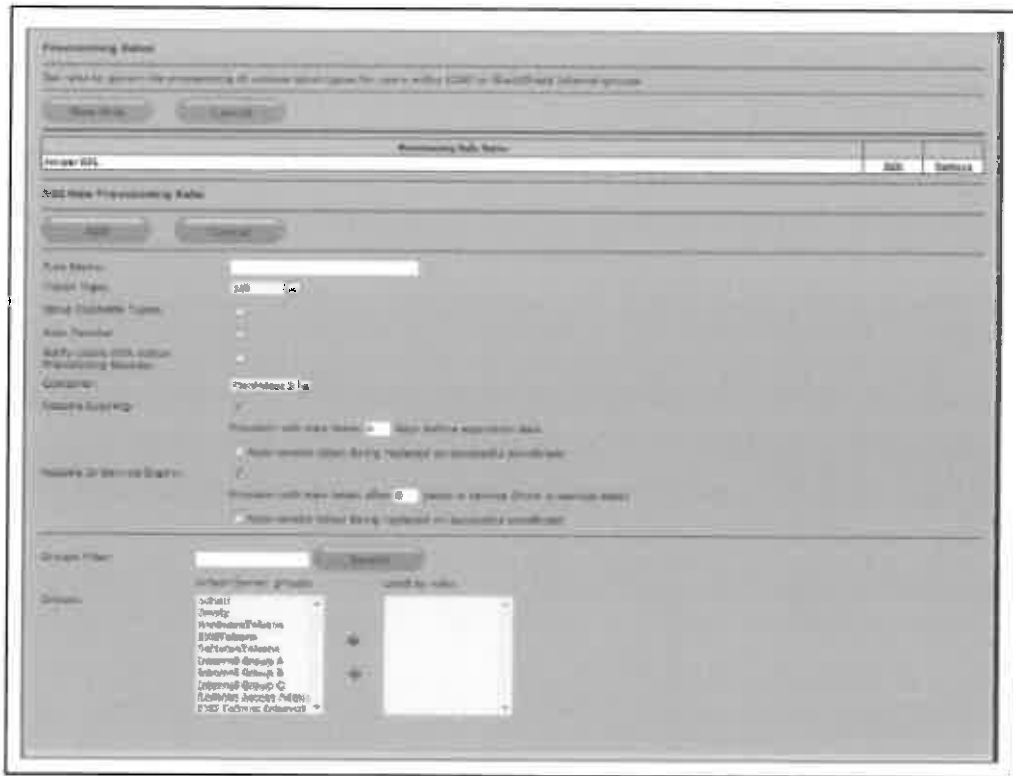


Figure 6: Automatic Provisioning Rule Creation

3.1.1.11.2 Custom branding capability.

AT&T Response:

Comply.

The State of West Virginia may wish to use or enable a number of Self-service, enrollment and messaging services. All of these can be branded with State of West Virginia or the individual Agency logos and colors including the content of any outbound email and SMS alerts and messages.





*3.1.1.12 Subscription and Services:*

*3.1.1.12.1 Enterprise Edition subscription "or Equal".*

*AT&T Response:*

**Comply.**

The AT&T Token Authentication Service is in use today in many large Enterprises, to include AT&T.

The Gemalto/SafeNet Authentication Service has been in operation for more than 10 years, providing security, convenience and workflow automation to thousands of financial, legal, service manufacturing firms in North America, Europe and Asia. AT&T has adopted the Gemalto/SafeNet Authentication Service as our new version of the AT&T Token Authentication Service because of the numerous industry awards for innovation, leadership and customer satisfaction and Gemalto/SafeNet ranking for User Authentication in 2015.

Beyond the value of strong, multi-factor, selecting our solution will improve security and user satisfaction, automate service delivery and maximize cost control.

- **Automate Service Delivery:** Our User Repository Synchronization Agent together with the SAS server include a policy engine that can automatically provision, suspend or revoke tokens based on changes in the user repository. Almost all of our Service Provider customers use this capability to stream-line the on-boarding process and further reduce deployment costs.



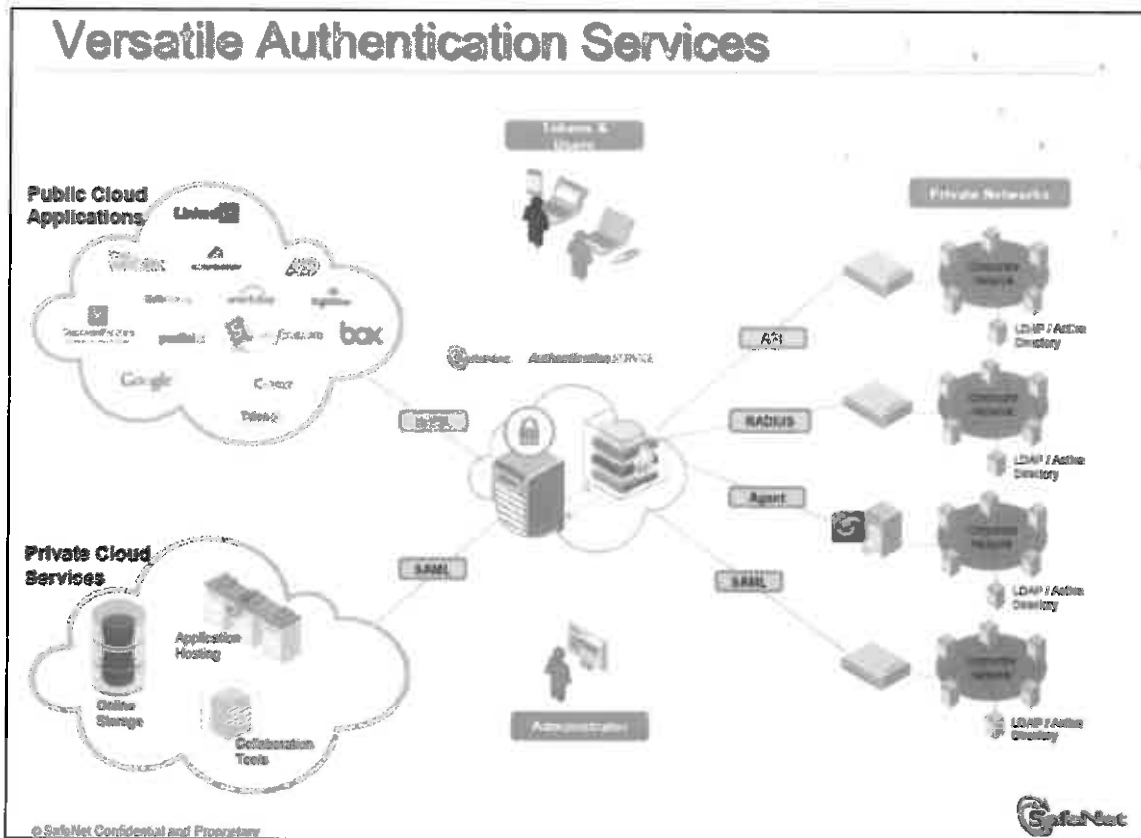


Figure 7: AT&T Token Authentication Service EcoSystem

- **Scheduled Usage, Audit and Billing Reports:** virtually all aspects of Service Activity can be compiled in custom reports and scheduled for automatic delivery at regular intervals, providing current and accurate information related to user logons, inventory usage, authentication exceptions, provisioning tasks etc.
- **Branding:** The State of West Virginia may wish to use or enable a number of Self-service, enrolment and messaging services. All of these can be branded with State of West Virginia or the individual Health Authority logos and colors including the content of any outbound email and SMS alerts and messages.
- **Token Selection:** The service supports a wide range of authentication options, from traditional hardware and software solutions, to mobile solutions for increasingly popular devices such as iPhones, BlackBerry's, Android and similar devices. Token-less alternatives such as SMS and GRID authentication round out the offering. Individual users may have any combination of tokens.
- **Security:** State of West Virginia may choose to standardize on a 6 digit passcodes however the Service includes the ability to use longer and stronger passcodes including incorporation of alpha-numeric. Equally important, State of West



Virginia can adjust their policy at any time to reflect a desired change in security posture as a result of internal or external imperatives.

- **Service Alerts:** The system will generate alerts delivered by email, SMS and viewable through the administration browser whenever the system detects and event that does not conform to the security policy or fall within an event threshold. Alerts can also be piped to a SIM or SEM tool so that other events in the infrastructure can be correlated with events on the Authentication Service.
- **Service High Availability:** The Service is typically hosted in geographically dispersed data centers referred to as POPs. All POPs can be designed to be internally redundant and fault tolerant with additional redundancy through POP failover.
- **Trusted Service Provider:** The AT&T Authentication Service that is operated by SafeNet is ISO 27001 compliant and management is limited to persons with appropriate security clearance and strictly limited to only those tasks necessary to their functional role. All management activity is recorded and audited at regular intervals to ensure Service integrity and confidentiality. The Service can be configured to deliver management activity audit reports to State of West Virginia at regularly scheduled intervals. AT&T has the pedigree and the broadest range of expertise available to assist the State of West Virginia in the development of a world class Authentication Service delivered to their Constituents.
- **Assurance:** All software updates and patches are tested in accordance with ISO 27001 prior to application to our software versioning. State of West Virginia will be advised in advance to upgrades or patches.
- **Transition and Migration:** The Service includes migration tools to aid in the transparent, interruption-free transition from an existing authentication service to the AT&T Authentication Service.

*3.1.1.12.2 Vendor must bill based upon a per user account, per month basis.*

**AT&T Response:**

AT&T acknowledges and will comply.

*3.1.1.12.3 As a Statewide contract, the product must be made available through a separate SaaS Organizational Account linked to a specific State government agency or entity. In addition, each SaaS Organizational Account can have a unique owning government agency or entity, points of contacts and billing information. Finally, each*





*SaaS Organizational Account will leverage the same single bid price (per user, per month rate), irrespective of the number of users per SaaS Organizational Account.*

**AT&T Response:**

**AT&T acknowledges and will comply.**

**3.1.1.13 Training:**

*Training services shall include vendor supplied digital training materials that cover all Administrative and operational functionality of the service. Vendor shall provide digital training materials that cover all end user functionality. Vendor must provide the state permission to utilize training materials in a learning management system.*

**AT&T Response:**

**Comply.**

**AT&T has digital training material that will be supplied covering all aspects of the service including end-user functionality and operation of the system. The State of West Virginia will be granted permission to re-use the curriculum as often as necessary.**

**3.1.1.14 Support Services:**

*3.1.1.14.1 Enterprise SaaS Support: Vendor must provide noncritical support Monday through Friday (9am – 5 pm EST) and critical issues support 24/7, by via email, phone or instant messenger. See definitions for critical issues support clarification.*

**AT&T Response:**

**AT&T's Token Authentication Service is supported with a 24 x 7 x 365 customer service center. Upon award, AT&T will provide all the contact information to include provisioning of the AT&T BusinessDirect security portal.**

**3.1.2 Renewal of Software as a Service Capabilities (SaaS):**

**3.1.2.1 Optional Renewal of SaaS (One Year) per Mandatory Contract Requirements (3.1.1) - Year "3".**

**AT&T Response:**

**The price will remain fixed the First Renewal Period.**





*3.1.2.2 Optional Renewal of SaaS (One Year) per Mandatory Contract Requirements (3.1.1) - Year "4".*

**AT&T Response:**

The price will remain fixed the Second Renewal Period.

*3.1.2.3 Optional Renewal of SaaS (One Year) per Mandatory Contract Requirements (3.1.1) - Year "5".*

**AT&T Response:**

The price will remain fixed the Third Renewal Period.

## Pricing

AT&T offers a bundled Token Authentication Service with includes a soft token. Hard tokens are available for an addition fee (listed as Option B below).





Line Item No	Item Name	Description	Alternative Item SKU	Alternative Item Name & Description	Unit of Measure	QTY	Unit Price	Extended Unit Price
3.1	<b>Mandatory Contract Item Requirements</b>							
3.1.1 Option A	Software as A Service Capabilities (Saas) Account	All items listed under "Software as a Service Capabilities (3.1.1). Two (2) year initial implementation contract.	AT&T Token Authentication Service	1000 Users up to 9,999 Users	Each	5000	\$2.08 (MRC)	\$10,400.00 (MRC)
3.1.1 Option B	Software as A Service Capabilities (Saas) Account	All items listed under "Software as a Service Capabilities (3.1.1). Two (2) year initial implementation contract.	Hard token (FOB)	1000 Users up to 9,999 Users	Each	5000	\$0.68 (MRC)	\$3,400.00 (MRC)
	Set-up Fee	Non-Recurring Charge (NRC)				NRC	\$7500.00	\$7500.00 (NRC)
	SMS Messaging Fee	First block of 1000 SMS Messaging – fee is waived	Second block of 1000 and beyond			NRC		\$280.00 (NRC)
3.1.2	<b>Renewal of Software as a Service (SaaS)</b>							
3.1.2.1	SaaS Account	Optional Renewal Year 3	AT&T Token Authentication	1000 Users up to 9,999 Users	Each	5000	\$2.08 (MRC)	\$10,400.00 (MRC)





			Service					
			Hard token (FOB)	1000 Users up to 9,999 Users	Each	5000	\$0.68 (MRC)	\$3,400.00 (MRC)
3.1.2.1	SaaS Account	Optional Renewal Year 3	AT&T Token Authentication Service	1000 Users up to 9,999 Users	Each	5000	\$2.08 (MRC)	\$10,400.00 (MRC)
			Hard token (FOB)	1000 Users up to 9,999 Users	Each	5000	\$0.68 (MRC)	\$3,400.00 (MRC)
3.1.2.1	SaaS Account	Optional Renewal Year 3	AT&T Token Authentication Service	1000 Users up to 9,999 Users	Each	5000	\$2.08 (MRC)	\$10,400.00 (MRC)
			Hard token (FOB)	1000 Users up to 9,999 Users	Each	5000	\$0.68 (MRC)	\$3,400.00 (MRC)
<b>Option A - Total Bid Price – Monthly Recurring Charge</b>							MRC	\$10,400.00
<b>Option B – Hard Tokens (Optional) Total Bid Price – Monthly Recurring Charge</b>							MRC	\$3,400.00
<b>Total Bid Price – Non-Recurring Charge (includes Set-up Fee plus 1000 SMS Messaging)</b>							NRC	\$7,780.00

**Additional Charges:**

The following additional charges may apply:

- Translation services charges for customer service will be passed to customer and is an optional service to the customer.
- On-boarding/service installation performed outside of normal business hours (Monday through Friday, 9:00 am to 5:30 pm central time) may be available at an additional cost depending on service requested.



- Standard shipping and handling of Hardware Tokens to customer's ship location in the Continental United States is included in the pricing. If Next Business Day Shipping and Handling is requested by Customer, such additional charges will be billed to Customer.
- Restricted availability to equipment and/or qualified CPOCs necessary for AT&T's completion of onboarding training may result in additional charges determined at the time of service.
- Customer will be charged the Service Establishment Charge in the event that Customer cancels or reschedules any installation without 3 days prior written notice.





## CONTRACT AWARD:

- 4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages: Vendor should complete the Pricing Pages by completing Exhibit "A". This shall be accomplished by submitting the unit price and extended unit price for each item listed. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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 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: [insert buyer's contact info].

- 4.3 Vendor shall provide with their bid a copy of any software Terms and Conditions or Licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. This information will be required before the Purchase Order is issued.
- 4.4 Vendor shall include a copy of Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. This information will be required before the Purchase Order is issued.





## ORDERING AND PAYMENT:

- 5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e- mail, or any other written form of communication. Vendor may, but is not required to, accept online orders through a secure Internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

### AT&T Response:

Notwithstanding anything contained in this RFQ to the contrary, all terms and conditions relating to pricing, payment and invoicing shall be as set forth in the Proposed Contract Documents, in particular Section 4 (*"Pricing and Billing"*) of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.





## DELIVERY AND RETURN:

- 6.1 Delivery Time: Vendor shall deliver standard orders within thirty (30) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

### AT&T Response:

AT&T will endeavor to meet all delivery dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of the State of West Virginia and/or any contractor or subcontractor employed by the State of West Virginia, manufacturer (to include Equipment which may be on "back order") or network delays, or for problems resulting from other causes beyond the reasonable control of AT&T. AT&T will notify the State of West Virginia of any Equipment that would be on a "back order" status and the implementation dates will be adjusted as mutually agreed between the parties, but would not constitute a breach of contract.

Notwithstanding anything contained in this RFQ to the contrary, AT&T submits this Response subject to the terms of the Proposed Contract Documents. All provisions relating to Service Level Agreements ("SLAs") must be mutually agreed to and are as set out in the Proposed Contract Documents and this Response.

- 6.2 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.

### AT&T Response:

All terms and conditions relating to disputes and termination shall be as set forth in the Proposed Contract Documents, in particular Section 4.5 (*"Delayed Billing; Disputed Charges"*) and Section 8 (*"Suspension and Termination"*) of the Unified Agreement, respectively, and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.





AT&T will endeavor to meet all delivery dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of the State of West Virginia and/or any contractor or subcontractor employed by the State of West Virginia, manufacturer (to include Equipment which may be on "back order") or network delays, or for problems resulting from other causes beyond the reasonable control of AT&T. AT&T will notify the State of West Virginia of any Equipment that would be on a "back order" status and the implementation dates will be adjusted as mutually agreed between the parties, but would not constitute a breach of contract.

- 6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**AT&T Response:**

Further, all terms and conditions relating to risk of loss and transfer of title shall be as set forth in the Proposed Contract Documents, in particular Section 2 ("*AT&T Deliverables*") of the AT&T Unified Master Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

AT&T will not agree to an FOB Destination provision, as the terms of the Proposed Contract Documents and associated pricing quoted herein assumes FOB Shipping. However, if FOB Destination is required, AT&T is willing to negotiate such terms with the understanding that the final prices (not reflected in this bid Response) may increase as a result.

- 6.4 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 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.





**AT&T Response:**

The State of West Virginia's ability to return a product will depend on the manufacturer's willingness to accept the return, and AT&T will pass through to the State of West Virginia any restocking fees charged by the manufacturer.

All terms and conditions relating to disputes and cancellation/termination shall be as set forth in the Proposed Contract Documents, in particular Section 4.5 (*"Delayed Billing; Disputed Charges"*) and Section 8 (*"Suspension and Termination"*) of the Unified Agreement, respectively, and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

For clarification, AT&T will provide services and, as appropriate, install, implement and cutover the system components called for in the agreed specifications for final acceptance of the services by the **State of West Virginia**. The services and components provided will operate in accordance with the manufacturer's specifications, the RFQ specifications as responded to by AT&T and the agreement of the parties. When the work and components specified in this Response complete manufacturer-recommended test protocols, acceptance occurs. Acceptance shall not exceed 30 days following Implementation.

- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**AT&T Response:**

**For clarification**, the State of West Virginia's ability to return a product will depend on the manufacturer's willingness to accept the return, and AT&T will pass through to the State of West Virginia any restocking fees charged by the manufacturer.





## VENDOR DEFAULT:

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

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

### **AT&T Response:**

AT&T will endeavor to meet all mutually agreed contract obligations; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of the State of West Virginia and/or any contractor or subcontractor employed by the State of West Virginia, manufacturer (to include Equipment which may be on "back order") or network delays, or for problems resulting from causes beyond the reasonable control of AT&T. AT&T will notify the State of West Virginia of any Equipment that would be on a "back order" status and the implementation dates will be adjusted as mutually agreed between the parties, but would not constitute a breach of contract. AT&T's proposal is submitted subject to the termination provisions of the Proposed Contract Documents. Any penalty provisions must be mutually agreed as part of the final contract document negotiations.

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

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

### **AT&T Response:**

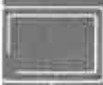
All terms and conditions relating to disputes and termination shall be as set forth in the Proposed Contract Documents, in particular Section 4.5 (*"Delayed Billing; Disputed*







*Charges*) and Section 8 (*Suspension and Termination*) of the Unified Agreement, respectively, and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.





## MISCELLANEOUS:

- 8.1 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.

**AT&T Response:**

AT&T understands.

- 8.2 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.

**AT&T Response:**

AT&T's proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of submission. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its proposal. Work which is not shown or described in a proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

- 8.3 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.

**AT&T Response:**

Notwithstanding anything contained in this RFQ to the contrary, AT&T submits this Response subject to the terms of the Proposed Contract Documents. All provisions relating to Service Level Agreements ("SLAs") must be mutually agreed to and are as set out in the Proposed Contract Documents and this Response.





In addition: The Vendor shall provide the State a quarterly report listing the current number of SaaS Organizational Accounts owned by State of West Virginia government agencies or entities, the name of the government agency or entity and the number of user accounts assigned to each SaaS Organizational Account.

8.4 **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.

**Contract Manager:** \_\_\_\_\_

**AT&T Response:**

**AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with the State of West Virginia's operations and use of telecommunications services, to provide and support the State of West Virginia's use of the Services in accordance with the terms of AT&T's Response to this RFQ. The identities and titles of specific persons and their availability to provide and support the State of West Virginia's needs will be separately established by authorized representatives of AT&T upon award of the RFQ to AT&T.**





## 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, W 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 for four (4) years immediately preceding the date of this certification; 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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who 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 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 employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or





subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this 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 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) reject the bid; 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 in notation 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.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate **\*\*\* to the best of the undersigned's knowledge and belief \*\*\*** 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.

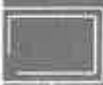
Bidder: Guerdy Charles, AT&T Corp Signed: 

Date: 4/18/2016 Title: Director of Sales

RFQ No.           

STATE OF WEST VIRGINIA

Purchasing Division



## 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 for four (4) years immediately preceding the date of this certification; 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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who 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 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 employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this 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) reject the bid; 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.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), 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: ATIT  
 Date: 4/19/16

Signed: D.J. Syme  
 Title: Government Account Manager



## PURCHASING AFFIDAVIT

**MANDATE:** 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 §61-5-3) 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:

Vendor's Name: AT&T Corp.

Authorized Signature: [Signature] Date: 4/18/16

State of Maryland

County of Baltimore, to-wit:

Taken, subscribed, and sworn to before me this 18th day of April, 20 16

My Commission expires September 18, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

*Purchasing Affidavit (Revised 0710112012)*

**AKOWA L WILLIS**  
Notary Public  
Baltimore County  
Maryland  
My Commission Expires Sept. 18, 2018





# AT&T Attachments

## AT&T Attachment 1: Sample Unified Agreement



ua iii.pdf

## AT&T Attachment 2: Sample Pricing Schedule



Sample Pricing  
Schedule.doc

## AT&T Attachment 3: End User License Agreement



Standalone EULA  
(2).pdf

## AT&T Attachment 4: Sample Service Order



Sample Service  
Order Attachment S

## WV Attachment 1: Addendum 1 Acknowledgement



WV Addendum  
Acknowledgement F





**MASTER AGREEMENT**

<b>Customer</b>	<b>AT&amp;T</b>
Customer Legal Name Street Address: City: State/Province: Zip Code: Country:	AT&T Corp.
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	Street Address: City: State/Province: Zip Code: Country:  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## MASTER AGREEMENT

### 1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at [att.com/aup](http://att.com/aup) or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

### 2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

### 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

## MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

### 4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

## MASTER AGREEMENT

### 4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

## 5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

## 6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

### 6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
  - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

## MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

**6.2 Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**6.3 Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

**6.4 Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

**6.5 Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

## 7. THIRD PARTY CLAIMS

**7.1 AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

**7.2 Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

**7.3 Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

**7.4 Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

**7.5** AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

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### 8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,



## MASTER AGREEMENT

not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

### 9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

### 10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

#### 10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

## MASTER AGREEMENT

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

### 11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



**AT&T MANAGED SECURITY SERVICE – TOKEN AUTHENTICATION SERVICE  
PRICING SCHEDULE**

AT&T MA Reference No.  
AT&T PS Reference No.

<b>Customer</b>	<b>AT&amp;T</b>
Legal Customer Name Street Address: City:           State/Province: Zip Code:       Country:	AT&T Corp.
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	Name: Street Address: City:           State/Province: Zip Code:       Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata:           Sales Region: <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T MANAGED SECURITY SERVICE - TOKEN AUTHENTICATION SERVICE  
PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
<b>AT&amp;T Managed Security Service</b> <ul style="list-style-type: none"> <li>• <b>Token Authentication Service</b></li> </ul>	The Service Description for Token Authentication Service is attached to this Pricing Schedule. If AT&T publishes a service description in the AT&T Business Service Guide for the Token Authentication Service (under this name or another), the published service description shall apply and supersede the description attached to this Pricing Schedule; <u>except that</u> the Rates set forth in the Pricing Schedule shall apply during the Pricing Schedule Term.

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	[Select One ] months*
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

\*At the end of the Pricing Schedule Term, AT&T will disconnect the Service unless Customer provides thirty (30) days prior written notice of its intent to renew the Service.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Authentication Service and Hardware Token	50%	Until the end of the Pricing Schedule Term

**4. ADDITIONAL TERMS AND CONDITIONS**

**4.1 Notification Period**

Service Withdrawal	
Notification Period for AT&T to withdraw Service	6 months

**5. RATES AND DISCOUNTS**

**5.1. Authentication**

Discount:

PRICING TABLE 5.1 Monthly Recurring Charges (MRC)	
Total # of Users (Select Only One)	Undiscounted MRC* per User
<input type="checkbox"/> 25-99	
<input type="checkbox"/> 100 – 999	
<input type="checkbox"/> 1,000 – 9,999	
<input type="checkbox"/> 10,000-49,999	
<input type="checkbox"/> 50,000–499,999	
<input type="checkbox"/> 500,000-999,999	
<input type="checkbox"/> 1M+	

\*Authentication Service, MRC component: AT&T will bill only for registered users activated in the Administration Portal for the first 3 months. After the 3 months, AT&T will bill for the total number users (registered and non-registered) for the duration of the contract.

**AT&T MANAGED SECURITY SERVICE - TOKEN AUTHENTICATION SERVICE  
PRICING SCHEDULE**

**5.2 Authentication Service Establishment**

Discount: Enter Discount

PRICING TABLE 5.2 Non-Recurring Charge (NRC)		
Service Component	Undiscounted NRC	Discount
Service Establishment Charge (Applies up to 9,999 Users)		

**5.2.1 Waived Charges**

PRICING TABLE 5.2.1		
Service Component(s)	Name of Waived Charge	Minimum Retention Period
Service Establishment Charge	10,000+ Users	Until the end of the Pricing Schedule Term

**5.3. Hardware (Keyfob) Token**

Discount:

PRICING TABLE 5.3 (Choose One - MRC or NRC)		
Total # of Users	<input type="checkbox"/> Undiscounted MRC	<input type="checkbox"/> Undiscounted NRC
<input type="checkbox"/> 20-99		
<input type="checkbox"/> 100 - 999		
<input type="checkbox"/> 1,000 - 9,999		
<input type="checkbox"/> 10,000-49,999		
<input type="checkbox"/> 50,000-499,999		
<input type="checkbox"/> 500,000-999,999		
<input type="checkbox"/> 1M+		

**5.4 SMS Messaging**

PRICING TABLE 5.4	
Service Component	Charge
SMS Messaging (Charge in blocks of 1,000 SMS credits)	per Block of 1,000*
*Charge is waived for the first 1,000 SMS Block	

**5.5 GrIDsure Token**

PRICING TABLE 5.5 CUSTOM CHARGE	
Service Component	Charge
GrIDsure Token	Custom Charge

**AT&T MANAGED SECURITY SERVICE - TOKEN AUTHENTICATION SERVICE  
PRICING SCHEDULE**

**A. CUSTOMER'S INITIAL ORDER**

This section describes the Service and Service Components ordered by Customer as of the Pricing Schedule Effective Date at the prices set forth in previous sections.

**A.1 Number of Users**

**A.2 Quantity of Authentication Types**

<b>Authentication Type</b>	<b>Quantity</b>	<b>Net Charge</b>
<input type="checkbox"/> Software Tokens (Mobile, Desktop)		
<input type="checkbox"/> Hardware (Keyfob) Tokens		
<input type="checkbox"/> SMS Messaging (Number of Blocks; 1 block = 1,000 SMS Messages)		
<input type="checkbox"/> GridSure Tokens		

**AT&T MANAGED SECURITY SERVICE - TOKEN AUTHENTICATION SERVICE  
PRICING SCHEDULE**

**AT&T MANAGED SECURITY SERVICE – TOKEN AUTHENTICATION  
SERVICE DESCRIPTION**

**SD-1 Service Description**

AT&T Token Authentication Service (“Service”) provides an enhanced token –based method for authorizing access to the Customer’s network (adding to existing UserID and Password authentication). The Service supports software-based or hardware based tokens.

Use of any software provided with the Service is subject to acceptance by Customer or User of applicable license terms.

In addition, specified portions of the General Provisions apply to use of the Service.

The Service is designed to be used in two factor authentication environments which require a user to provide two unique factors: a unique data factor supplied by the user( such as a password or PIN) and a second authentication factor, which is a One Time Password (OTP) token code that is randomly generated by a hardware device, like a key fob, or by an application that runs on a mobile device or PC that the user possesses.

AT&T Token Authentication Service is powered by Gemalto® utilizing SafeNet ® products. The Service supports the following types of software-based and hardware based token authenticators:

- Mobile authentication (soft token) application for Apple® iOS, Android®, Windows® Mobile, and BlackBerry® devices
- Desktop authentication (soft token) application on Windows® and Mac OS® PC/laptop
- SMS authentication (soft token) application
- Hardware (Key fob) Tokens that are OATH certified
- Grid token authentication application

**SD-2 Service Components**

AT&T Token Authentication Service consists of the following Service components.

**SD-2.1 Authentication Server**

The Authentication Server enables two-factor authentication providing a central database for administration of user accounts.

**SD-2.2 Token Authenticators**

Several types of authenticators are supported with the service:

Software Authenticators that generate one time passwords (OTP) on the user’s desktop, laptop or mobile phone.

▪ **Mobile Authentication Application**

Mobile authentication application supports authentication operations and complies with the OATH standard to utilize the security of OTPs with the convenience of a mobile device.

**AT&T MANAGED SECURITY SERVICE - TOKEN AUTHENTICATION SERVICE  
PRICING SCHEDULE**

- **Desktop Authentication Application**  
Desktop authentication application supports authentication operations and complies with the OATH standard to utilize the security aspects of OTPs using the user's PC or laptop. When a user enters the PIN, the desktop authentication application generates an OTP.
  
- **Grid Authentication Application**  
Provides a flexible method that allows a user to generate a one-time password without the requirement for hardware tokens or software applications
  
- **SMS Authentication Application**  
SMS authentication application delivers one-time password by SMS message to the user's device.
  - SMS authentication application is purchased in blocks of 1,000.
  - Upon initial purchase, charge for first block of 1,000 is waived

Hardware (Key fob) Tokens are time-based one-time password (T-OTP) hardware tokens supporting OATH standards that generate a 6-8 digit one-time password (OTP) every 60 seconds.

### **SD-2.3 Service Manager Portal**

The Service Manager Portal is a web based portal that provides the Customer Point of Contact (CPOC) access to the following capabilities to manage their users, user devices and authentication services:

- Register and manage end users, authenticators, and associated devices
- Manage roles and privileges of users
- Enable authentication and authentication settings
- Reporting capabilities
- Reviewing user status and usage of the authentication service

### **SD-2.4 End Point Agents**

End Point Agents are API libraries utilized to help protect networks, applications and cloud services. The service uses the industry-standard RADIUS and SAML protocols, allowing integration of popular access devices or applications. In the case of RADIUS Protocol implementation, the RADIUS Server and RADIUS Agent are used to authenticate the user with the Authentication Server.

Applications and devices that do not support these industry standard protocols can be protected by installing a special API agent. An agent also protects Microsoft® Windows® desktops, domains, remote desktop services, and terminal users.

All SafeNet® agents can be downloaded at no cost to the customer.

### **SD-3.0 Service Features**

The Service also provides the following features:



**AT&T MANAGED SECURITY SERVICE - TOKEN AUTHENTICATION SERVICE  
PRICING SCHEDULE**

### **SD-3.1 Self Service Portal**

The Self Service Portal is a web based portal that provides self service capabilities for users to perform the following functions:

- Self-Register
- Manage their user account
- Reset PINs
- Report lost tokens
- View their user authentication history
- Request a token

### **SD-4.0 Training Option**

An optional single-session, remote-based training session is available prior to initial Service Activation. The training is designed to provide additional support information to customer administrators, operators and help desk personnel to enable understanding of the service features and functionalities and in order to allow them to support level 1 service on their own and to administrate their users. If training is not utilized prior to Service Activation, it may be available at an additional charge which will be determined at the time of such request.

### **SD-5.0 End User License Agreement**

Use of any software or applications provided with the Service is subject to acceptance by Customer or User of applicable License Terms, including, without limiting the foregoing, acceptance of the SafeNet End User License Agreement accompanying shipment of any products or software delivered electronically. Breaking of the seal of the software package or acceptance of electronically delivered software constitutes agreement with and acceptance of the Terms and Conditions of the EULA.

### **SD-6.0 Responsibilities of the Parties**

#### **SD-6.1 Customer Responsibilities**

Customer must assign a Customer Point of Contact to be trained and to establish the service. Once the Token Authentication Service has been turned up, the CPOC shall administrate and operate the Token Authentication Service by creating, provisioning, and deleting users and provide tier 1 support for their users.

Customer is responsible for obtaining, installing, and maintaining suitable equipment and implementing and maintaining a protocol environment, computing platform and operating system software as necessary for and in a manner that permits the customer to access the service.

During On-boarding of Service and training , customer will comply with the following:

- The customer shall make a reasonable effort to support the onboarding of service.
- The Customer will ensure that all appropriate data backup is performed.
- All network and technology infrastructure and operational requirements must be met prior to implementation.

**AT&T MANAGED SECURITY SERVICE - TOKEN AUTHENTICATION SERVICE  
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- If the performance of this engagement requires electronic or network transfer of data, the Customer will provision and enable any network components or services required to facilitate the transfer.
- The Customer will assign necessary system administrators or staff members to be available for the duration of the engagement.
- The Customer will ensure that all documentation and information provided is accurate, complete, and up to date.
- The Customer is responsible for all network connectivity, performance, and configuration issues.
- The Customer will make appropriate system maintenance windows available as requested

**SD-6.2 AT&T Responsibilities**

On-boarding/service installation will be performed during normal business hours. Any onboarding/service installation outside normal business hours may be available at an additional cost based upon service requested.

Authentication Service Availability and the Administration web based portal will be supported 24 x 7, excluding the Self Service web based portal. The Self Service web based portal is supported during normal business hours.

All functional components and all network connectivity points related to the Token Authentication Service will be monitored 24 hours per day, 7 days per week and 365 days per year.

**SD-6.3 Maintenance**

Scheduled software and routine hardware maintenance and testing windows are every other Thursday (January thru November).

Scheduled Hardware Maintenance and Testing will take place one Saturday each month.

Major and minor release upgrades will be on Saturdays if service disruption is required (not during the hardware maintenance and testing windows); otherwise upgrades are performed during a scheduled Thursday window.

“Emergency Maintenance” is unscheduled maintenance, repair or updating activities that are necessary in order to protect AT&T facilities, network services or the security of Customer equipment or property. AT&T will attempt to provide reasonable notice to the Customer when AT&T determines that it is required to perform Emergency Maintenance prior to the maintenance activity being performed as may be allowed by the given circumstances.

## **SAFENET CLOUD ADMINISTRATOR LICENCE**

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2. Nothing in this Agreement shall exclude or limit either party's liability arising from death or personal injury caused by negligence, or for fraud.

#### GENERAL PROVISIONS

1. The System allows Licensee the functionality to change the terms of this license for organizations within its portal (and organizations within their portal, etc.) – "Other Purchasers". Licensee agrees that if it utilizes this functionality, it will either include terms that protect SafeNet to the same (or greater) extent as the terms herein, or it accepts all responsibility – and hereby indemnifies and holds SafeNet harmless - for ensuring that SafeNet has the same rights and protections herein in SafeNet's relations with Other Purchasers.

2. This Agreement shall not be assigned or transferred by Licensee (by operation of law or otherwise) without the prior written consent of SafeNet, which consent shall not be unreasonably

withheld and any assignment or transfer without such consent shall be null and void. SafeNet may assign this Agreement by way of written notice to Licensee.

3. If SafeNet sub-contracts performance of any of its obligations under this Agreement, it will remain liable for the performance of the relevant obligations and will be responsible for ensuring that the sub-contractor complies with any provisions of this Agreement applying to performance of the obligations concerned.

4. This Agreement shall be deemed to be made under, and shall be construed in accordance with, and shall be governed by the laws in force in the State of Maryland. All disputes arising herefrom shall be filed exclusively in the courts residing in the State of Maryland. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

5. This Agreement may not be modified or amended except in writing signed by both parties.

6. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors in interest and assigns, but no party shall be relieved of its obligations hereunder without the express, prior written consent of the other party.

8. If either party is unable to perform any obligation (other than a payment obligation) in the manner or by the time provided in this Agreement as a direct result of Force Majeure operating against the party, such party shall, upon giving notice to the other party, be entitled to an extension of time to perform such obligation for only as long as necessitated by the Force Majeure and such party shall not be liable for failure to perform, or delay in performing, during or as a result of such extension. For purposes hereof, "Force Majeure" means any act of God, war, revolution, blockade, strike, riot, earthquake, cyclone, fire, flood, power shortage, delay by carrier, fuel shortage, walk-out or other labour disturbance, problem with any network (including telecommunications) other than that under SafeNet's control, any computer virus, or any hostile applet, JavaScript, ActiveX or other plug-in or other software, unsolicited or "spam" e-mail, hacking or denial of service attack, imposition of federal, provincial or local governmental regulations, or interference of civil or military authority, existing or future, other than lack of funds. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure

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SAFENET SHALL HAVE THE RIGHT, AT ITS OWN EXPENSE, UPON REASONABLE PRIOR NOTICE, TO PERIODICALLY INSPECT AND AUDIT YOUR RECORDS TO ENSURE YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

10. INTENTIONALLY OMITTED.

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This License Agreement shall be construed, interpreted and governed by the laws of the State of Maryland without regard to conflicts of laws and provisions thereof. The exclusive forum for any disputes arising out of or relating to this License Agreement shall be an appropriate federal or state court sitting in the State of Maryland, USA. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This License Agreement shall constitute the entire Agreement between the parties hereto. This License Agreement, the rights granted hereunder, the Software and Documentation shall not be assigned by you without the prior written consent of SafeNet. Any waiver or modification of this License Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this License Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this License Agreement shall be interpreted so as to reasonably effect the intention of the parties.



These Rules of Use apply to your use of the enclosed SafeNet token, card or other device (*your Device*) and your secret Personal Identification Number (*your PIN*).

You should use your Device and your PIN to identify yourself to any systems or service secured by SafeNet in accordance with these Rules, the guidelines in the accompanying User Welcome Guide and which may be communicated to you from time to time by SafeNet, and any written agreements between yourself and your organisation and your organisation and SafeNet.

It is important that you take proper care of your Device, keep it safe and secure at all times and guard against loss, damage and theft.

Your PIN must remain secret to you at all times. **No other person ever needs to know this PIN and you should not disclose it to anyone.** This includes your colleagues and systems administrators at your company and personnel who are, or claim to be representatives of SafeNet or a Partner of SafeNet. You should be extremely suspicious of **anyone** whoever tells you that they need to know your PIN, and you should report any such incident to your SafeNet Administrator immediately.

The privacy of your Device and the confidentiality of your PIN are crucial to the verification of your on-line identity and the security of your information and the networked system(s) that may be accessed using your identity.

If your Device is lost, damaged or stolen, or if you believe that the confidentiality of your secret PIN has been compromised in any way, you should report these incidents *immediately* to your SafeNet Administrator. Upon receiving the notice, the SafeNet Administrator will then disable your Device or allow you to change your PIN, to ensure that no third party may misuse them.

If you do not report these incidents immediately, there is the risk that someone else may steal your on-line identity. Any activities they carry out using your identity will compromise the security and integrity of your information and systems. You may be held legally responsible for activities that are perpetrated using your identity.

You must not give away, sell, rent or lend your Device even to someone you believe to be an authorised user of the system.

You must not mistreat damage or open your Device or try to reverse-engineer, decompile, disassemble, translate, copy, and alter the Device (or any of its components).

If you lose or break your Device you may be charged a replacement fee by the organisation that supplied your Service.

Should your account be terminated, for any reason, or if you have no further need to use the system, you must contact your Administrator immediately to disable your Device and then follow instructions from your Administrator to have it safely returned





**Order Form  
AT&T Network Integration Services for  
Specific Services Only**

Agreement No.: (enter Master Agreement Contract Number)  
AT&T Network Integration Tracking ID:  
Document Version #:

<b>CUSTOMER Legal Name ("Customer")</b>	<b>AT&amp;T Corp. ("AT&amp;T") (designate other entity if signing entity other than AT&amp;T Corp)</b>	<b>AT&amp;T Branch Sales Contact Name</b>
State Agency/Entity Name	AT&T	Name: AT&T Account Manager Name
<b>CUSTOMER Address</b>	<b>AT&amp;T Corp. Address and Contact</b>	<b>AT&amp;T Branch Sales Contact Information</b>
Street Address: City: State / Province: Country: USA Domestic / Intl / Zip Code:	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : <a href="mailto:mast@att.com">mast@att.com</a>	Address: City: State / Province: Country: USA Domestic / Intl / Zip Code: Email: Sales/Branch Mgr: SCVP Name:
<b>CUSTOMER Contact</b>	<b>AT&amp;T Address and Contact</b>	<b>AT&amp;T NI Contact Information</b>
Name: Title: Telephone: Fax: Email:	Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Intl / Zip Code:	Name: Address: City: State / Province: Country: USA Domestic / Intl / Zip Code: Telephone: Email:
<b>CUSTOMER Billing Address</b>		
Street Address: City: State / Province: Country: USA Domestic / Intl / Zip Code:		

This Order Form for AT&T Network Integration specific Services ("NI SOA") becomes part of (Enter Master Agreement Contract Number, Effective Date: ), the Agreement between AT&T and Customer referenced above once signed by Customer and AT&T ("Effective Date"). Capitalized terms used but not defined in this NI Service Order Attachment shall have the meaning assigned in the Agreement.

**AGREED:**  
**CUSTOMER: (Enter State Agency Name)**

**AGREED:**  
**AT&T**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

ATTUID:



**Order Form  
AT&T Network Integration Services for  
Specific Services Only**

**EXHIBIT 1: STATEMENT OF WORK**

**1. Introduction**

This Statement of Work ("SOW") is attached to the NI Pricing Schedule and made a part thereof upon execution. The Parties to this Statement of Work ("SOW") are AT&T Corp. ("AT&T") and (Enter Customer Name) ("Customer").

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (I) if the SOW is not signed by Customer and AT&T by (enter date).

**2. Scope of Work**

**2.1 Services**

AT&T will provide \_\_\_\_\_ Services \_\_\_\_\_ to [XXXX] locations designated by Customer located in the \_\_\_\_\_ ("Site(s)"). (Describe what the Project to be done here is, and then add ("the Project"). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW.

**2.2 SOW Term**

This SOW shall have a term of \_\_\_\_\_ ("Term"). The Project will commence nnn (X) calendar days after Effective Date of this SOW.

**3. AT&T Responsibilities**

AT&T will be responsible for executing the following activities. Activities not expressly included in this SOW are outside the scope.

(Enter description of services in scope)

**4. Customer Responsibilities**

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer is responsible for the following:

(Enter Customer Responsibilities)

**5. Project Governance**

**5.1 Change Control Process**

Either Party must submit change requests to contractual documents in writing via the sample at Appendix A to this SOW. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once agreed upon, both parties must execute the document in Appendix A.

**5.2 Engagement Contacts**

(a) **Customer:**

Name,  
Title,  
Address,  
Contact Information (phone, email)

(b) **AT&T:**

Name,  
Title,  
Address,  
Contact Information (phone, email)

**6. Fees and Charges**

6.1 AT&T shall provide the Services for the Fees stated below.

Description	Fees/Charges	Notes
Project Management	\$XXXX USD	
Staging		
Installation		
Engineering		

**6.2 Additional Pricing Terms and Conditions**

- (a) **Defined Scope.** Pricing is based on the currently defined Scope of Work. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.
- (b) **Invoicing.** AT&T will invoice the Installation Services upon installation completion. AT&T will invoice Network Subscription Services monthly. Any one-time charges or expenses incurred during any previous calendar month will be billed on the next applicable invoice.
- (c) **Travel and related Expenses.** Fees do not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the



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AT&T Network Integration Services for  
Specific Services Only**

Services will be billed at cost as a separate line item on Customer's invoice. AT&T personnel will incur travel expenses only after receiving permission from Customer's Project Manager.

- (d) **Time and Material ("T&M") Rate.** In the event that the scope of work changes from this SOW or AT&T is requested to perform Services outside of Normal Business Hours, AT&T will bill Customer at a T&M rate of two-hundred fifty dollars (\$250.00) per hour for the additional time spent on the change requests. All such out of scope matters will be handled via the Change Control process outlined herein.

**7. Engagement Assumptions and Delivery Constraints**

This SOW is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide Customer with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process described in this SOW.

[SAMPLE LIST - PLEASE REVIEW AND PROVIDE APPLICABLE TASKS]

- a) This SOW is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide Customer with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process described in this SOW.
- b) Customer will provide AT&T with requested information in a timely manner, and takes full responsibility and liability for the accuracy of all information supplied to AT&T by Customer and which AT&T relies upon in its performance hereunder.
- c) Customer will coordinate the project kick-off with the designated AT&T Engagement Manager and confirm all required attendees are present as required.
- d) During this engagement, Customer will provide access to personnel who participated in meetings to resolve questions or issues as they arise.

**8. Termination**

Customer may not terminate this SOW for any reason other than for uncured AT&T's material breach.



**Order Form  
AT&T Network Integration Services for  
Specific Services Only**

**APPENDIX A SAMPLE CHANGE REQUEST FORM**

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

**Task Description:**

**Other information related to Change:**

**Impact of Change**  
*Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).*

**AGREED and ACCEPTED:  
CUSTOMER:**  
 By: \_\_\_\_\_  
 (Authorized Agent or Representative)  
 (Typed or Printed Name)  
 (Title)  
 (Date)

**AGREED and ACCEPTED:  
AT&T**  
 By: \_\_\_\_\_  
 (Authorized Agent or Representative)  
 (Typed or Printed Name)  
 (Title)  
 (Date)



**Order Form  
AT&T Network Integration Services for  
Specific Services Only**

**APPENDIX B: EQUIPMENT LIST**

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**Order Form**  
**AT&T Network Integration Services for**  
**Specific Services Only**

**APPENDIX C: CUSTOMER SITE LIST**

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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: 183215

Doc Description: Addendum 1 Software-as-a-Service Multi-Factor Authentication

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-24	2016-04-19 13:30:00	CRFQ 0212 SWC1600000004	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:

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

Addendum #1 issued to:

Provide technical questions and responses.

End of Addendum #1.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1 Software as a Service Capabilities (SaaS) Account	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233200			

**Extended Description :**

Pricing shall be per "account" for a two (2) year initial period.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2.1 Optional Renewal of SaaS (One Year) Year "3"	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233200			

**Extended Description :**

Pricing shall be per "account" for a one (1) year period.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.2.2 Optional Renewal of SaaS (One Year) Year "4"	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233200			

Extended Description :  
Pricing shall be per "account" for a one (1) year period.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
IS		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.2.3 Optional Renewal of SaaS (One Year) Year "5"	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43233200			

Extended Description :  
Pricing shall be per "account" for a one (1) year period.

**APPROVED EVENTS**

Line	Event	Event Date
1	Technical Questions Due	2016-04-05

**SOLICITATION NUMBER: CRFQ SWC1600000004**

**Addendum Number: 1**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum #1 issued to:

Provide technical questions and responses.

End of Addendum #1

**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.

**CRFQ SWC16\*04 Software-As-A-Service Multifactor Authentication  
Vendor Questions and WVOT Responses  
4/6/16**

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**1) To better serve The State of West Virginia, would you accept our response from a partner that has conducted business with the State and on the preferred vendors list? Would you share a list of preferred vendors?**

**WVOT Response 1:**

*The award is to be based on bid submittal information and the results will be public.*

**2) I understand the desire to implement a multi-factor authentication solution for governments. Would you share background on why this is important to the West Virginia Office of Technology, citizens & employees of the State and why now?**

**WVOT Response 2:**

*Multifactor authentication is a recognized cyber security best practice that would strengthen the security posture of the West Virginia Office of Technology network.*

**3) What are the timeframes when responding parties can expect feedback and award information from the State regarding this RFQ? What will that process be after bids are submitted? For example, demonstration, onsite follow-up, elimination, etc?**

**WVOT Response 3:**

*Initial bid results are announced publicly with the actual award pending until finalized.*

**4) When does the State expect to have this offering available for the 155+ agencies to consume?**

**WVOT Response 4:**

*Availability to state agencies will be after final award.*

**5) What conditions determine who (consumption of account license) will use or be required to authenticate using two-factor authentication?**

**CRFQ SWC16\*04 Software-As-A-Service Multifactor Authentication  
Vendor Questions and WVOT Responses  
4/6/16**

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**WVOT Response 5:**

The West Virginia Office of Technology will implement the technology based upon either (1) regulatory compliance requirements or (2) a risk-based decision-making methodology.

- 6) Will the State agree to an onsite meeting and workshop (at no cost to the State) to review the conditions (Item 5 for example) and discuss the technology, industry, future and gap-plan from current state to desired state and Q&A with a seasoned expert?

**WVOT Response 6:**

No – blackout period.

- 7) As agencies make incremental purchases, is there a desire to co-term on a regularly occurring timeframe?

**WVOT Response 7:**

The goal of the RFQ is to provide West Virginia agencies with at Multifactor SaaS solution at a set rate.

- 8) Has the State implemented two-factor authentication in any way to-date? And if so, please share the purpose and technology leveraged.

**WVOT Response 8:**

The Office of Technology can only answer for the OT, in addition, this would be releasing security control information to the public.

**CRFQ SWC16\*04 Software-As-A-Service Multifactor Authentication Bid Clarification 4/11/16**

**1) WVOT Bid Clarification Request: What interval (monthly, annual, etc...) should the "Unit Price" be entered as?**

**WVOT Response 1:**

The "Unit Price" shall be entered, by vendors, per the description provided on the pricing sheet and in wvOASIS. See the example below.

**Example:**

Line 1 (wvOASIS): extended description states "Pricing shall be per "account" for a two (2) year initial period."

**(2) years x (12) months x \$1.00 per month (example value) = \$24.00 = Unit price (for the initial period based on the example value).**

**I Note that renewals shall be calculated based on a (1) year interval per the description provided.**

**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.

ATiT  
\_\_\_\_\_  
Company  
D.J. Serna  
\_\_\_\_\_  
Authorized Signature  
4/19/16  
\_\_\_\_\_  
Date

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