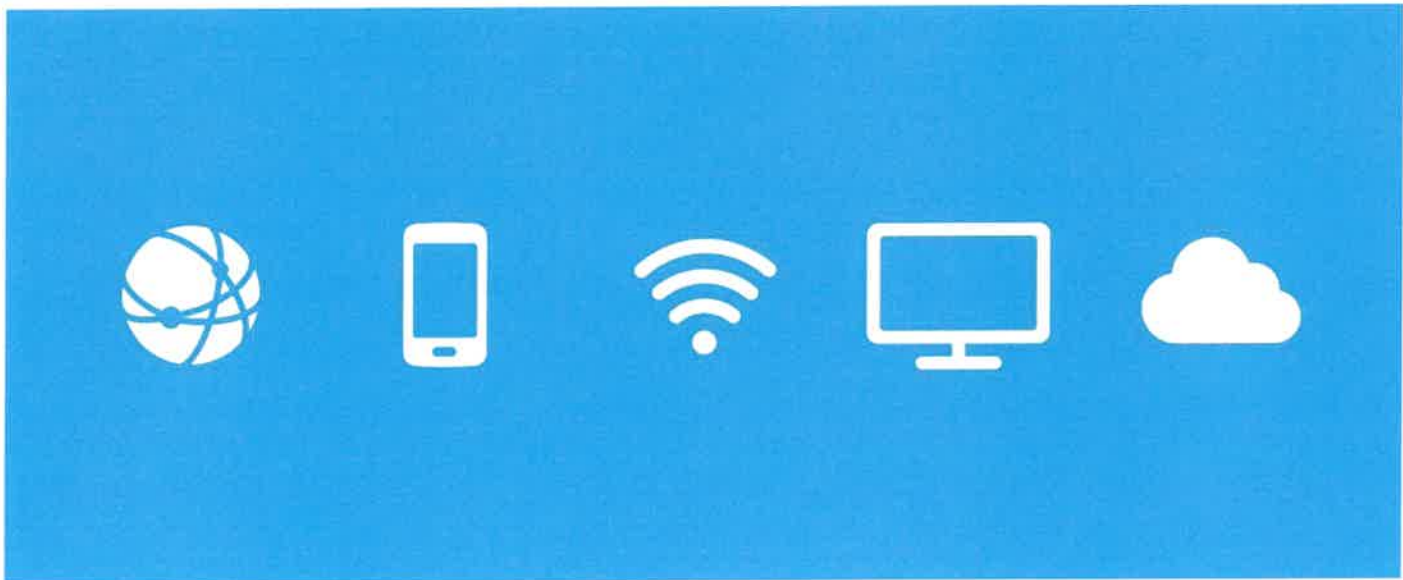




AT&T Response to State of West Virginia's RFQ
CRFQ 0210 ISC2000000002 for EndPoint
Detection and Response Software



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2019 JUL 30 PM 1:04

WV PURCHASING
DIVISION





816 Lee Street
Charleston, WV 25301

Office: 304-690-0140
Mobile: 304-690-0140
ef8030@att.com
www.att.com

July 30, 2019

Jessica Chambers
Department of Administration, Purchasing Division
State of West Virginia
2019 Washington Street East
Charleston WV 25305-0130

Dear Ms. Chambers:

State of West Virginia has a successful history of effectively serving its customers. To continue this success, you need communication services to improve operational efficiencies, control or reduce costs, and enhance customer support. Therefore, you want a qualified provider that can meet your requirements without sacrificing service and performance.

AT&T understands your priorities and the initiatives that are driving change within your organization. After carefully reviewing your requirements, we propose our cost-effective security services.

Our proposed solution offers you

- A turnkey solution comprised of: required software, installation, optimization, comprehensive testing, supporting documentation, and ongoing updates
- Improved operational efficiencies with a cost-effective, reliable network solution

As you evaluate our response, please note that AT&T can be a single source for all of your communication and networking needs. Whether for voice or data services—or the management of your entire network—AT&T has the resources to meet your requirements.

We look forward to developing our relationship with State of West Virginia and working together to make this project a success.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Spradlin".

Elizabeth Spradlin
Client Solutions Executive



Connecting Your World

AT&T Response to State of West Virginia's RFQ # CRFQ 0210 ISC2000000002 for EndPoint Detection and Response Software

July 30, 2019

Elizabeth Spradlin
Client Solutions Executive
AT&T
816 Lee Street
Charleston, WV 25301
Office: (304) 690-0140
Mobile: (304) 690-0140
ef8030@att.com



Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of thirty (30) 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. **Copyright Notice and Statement of Confidentiality**—© 2019 AT&T Intellectual Property. All rights reserved. AT&T, the Globe logo and other marks are trademarks and service marks of AT&T Intellectual Property. All other marks are the property of their respective owners. The information contained herein is not an offer, commitment, representation or warranty by AT&T and is subject to change. The contents of this document are proprietary and confidential and may not be copied, disclose or used, in whole or in part, without the express written permission of AT&T, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.



Notwithstanding anything contained in this Request for Proposal ("RFQ") to the contrary, AT&T Corp., on behalf of itself and its service-providing affiliates, ("AT&T") submits this RFQ response (the "Response") subject to the provisions of this Response and the terms and conditions contained in the attached Unified Agreement (the "Unified Agreement"), corresponding Pricing Schedule(s), and any associated transaction-specific documents to be entered into between the State of West Virginia (the "State" or "Customer") and AT&T (collectively the "Proposed Contract Documents"), copies of which are attached to this Response. 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.

While submission of this proposal does not obligate either party to enter a contract of any kind, upon being selected as your vendor under this RFQ, AT&T will work cooperatively to negotiate provisions required for compliance with the RFQ as responded to by AT&T. Additionally, any purchase orders issued for services as provided under this RFQ must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.

Any third-party software used with the Services (as defined in the Proposed Contract Documents) will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software. Title to software remains with AT&T or its supplier. The State as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relating to such software.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident this will be a successful contracting process, leading to a successful project performance.

ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and the State of West Virginia will need to reach mutual agreement on AT&T's participation.





Proposal Validity Period—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.

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 Corp.'s unless otherwise stated herein. Any changes or variations in AT&T Corp.'s 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. AT&T's Corp., an AT&T company, is the proposer for this opportunity.

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Executive Summary

State of West Virginia has a responsibility to protect its citizens' personal information, but hackers increasingly target government information systems with ransomware and other malware, which makes government and citizen data vulnerable. Therefore, you need to address these security concerns to ensure that your systems and data are safe from attacks.

State of West Virginia must have an infrastructure in place that will support operations and future objectives effectively. You want a supplier that can help you build a network platform to support these objectives:

- Reduce your operational risk
- Enhance your security posture
- Improve your operational efficiency

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



AT&T Network Integration

In 2003, we formed AT&T Network Integration, a group of global team members who represented a diverse set of experiences and cultures. The integration team has expanded to include members with expertise in technology sales, telecommunications, and systems integration. We also use subcontractors and business alliances to enhance our ability to satisfy your requirements.

AT&T Integration Solutions can assist you with

- Application integration
- Skilled staff augmentation
- Telecom management services





- Monitoring and management services
- Network aggregation services
- Complex managed solutions
- Private network build-out
- Business continuity, disaster recovery, and security
- Managed WAN acceleration

In addition, the integration team can help you design and manage solutions that incorporate

- Data center (hosting)
- IP data performance and IP messaging
- Voice over IP (VoIP) and IP Telephony (IPT)
- Wireless technology
- Point-of-sale and radio frequency identification (RFID) solutions
- Global CPE resale
- Video transport and applications

When you consider the importance of efficient technology design, AT&T Integration Solutions offers the coordination and oversight you need.

Solution

Our solution for State of West Virginia 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.

AT&T will provide AT&T Network Integration Services, through our partners Digital Hands and Symantec, to provide the State of West Virginia an Endpoint Protection Solution. As the Prime, we will utilize Digital Hands to provide management and maintenance, as well as technical support. And we will utilize Symantec to implement their Endpoint Protection Solution.

Digital Hands is an award-winning managed security services provider with a difference. We are AGILE, INNOVATIVE and PROACTIVE. Our adaptive security architecture is designed to prevent, detect and respond to cyber security threats with unparalleled velocity. Digital Hands is agile because in this business, they must be. They have nearly



two decades of experience which allows them to predict where they need to go. They are continuously looking ahead and preparing for the next thing. The threat landscape demands that you move quickly. For sixteen years, they have risen to that challenge.



Digital Hands is innovative because of their strong leadership in service development. They are challenging the rules and pioneering new approaches for a more secure world. They are proactive because of their deep commitment to customer service. In their work, every minute counts which is why they work 24 x 7 to keep your business secure and operating without disruption.

They make rapid growth and business transformation possible by building security into everything you do. They help you unleash your organization's full potential by enabling the rapid adoption of new technologies. They protect your brand and the value of your business by detecting and minimizing the impact of cyber-attacks. They give you an edge in a highly competitive hiring market by providing access to our highly skilled team.

Symantec Corporation, founded in 1982, is the world's largest pure-play cybersecurity company. With 11,000 employees and operations in 46 countries, organizations across the world look to Symantec for strategic, integrated solutions to defend against the most sophisticated attacks across their endpoints, email, cloud environments, the web, and networks. Symantec protects 15,000 enterprises worldwide, enabling them to take full advantage of cloud services without compromising the security of the people, data, applications, and infrastructure that drive their business. Our advanced technology portfolio is powered by the world's largest civilian threat intelligence network, enabling us to see and protect against the most advanced threats.



Symantec operates one of the world's largest civilian cyber intelligence networks, allowing it to see and protect against the most advanced threats. They are solely focused on helping organizations of all sizes, governments, and individuals secure their most important data wherever it lives.

Symantec's individual product technologies are unsurpassed with multiple products being named as leaders by industry analysts, such as Gartner, Forrester and others. Symantec was recently named as the 'top-right' leader in Zero Trust (<https://resource.elq.symantec.com/LP=6476?cid=70138000001Ffr9AA>), validating Symantec as the unrivaled leader in cybersecurity efficacy.





In addition to Symantec's enterprise leadership in cybersecurity, the Symantec product family protects a global community of over 50 million people and families with Symantec's Norton and LifeLock product suites, securing their digital lives at home and across all their devices.

Our solution for State of West Virginia 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.

Advantages of AT&T

AT&T combines the unique resources of our network, labs, products, services, and people to create agile solutions—solutions that can meet your immediate objectives while anticipating future needs. We call this the Power of &.

We provide services to many state and local governments, which gives us a better understanding of your unique needs. We have more than 4,000 employees who support Public Sector entities and know what it takes to manage government networks and infrastructure.

Your job is getting tougher with so many choices; so many changes; and so much pressure to deliver flawlessly, on time, and under budget. More than ever, you need a strategic partner that's forward looking and can offer options that cover all the bases. At AT&T, we're evolving to provide you with a complete, integrated solution portfolio that includes new technology like improved fixed wireless 5G and hybrid networking.



We put it all together for the State of West Virginia—we can build it, test it, secure it, and support it. The result is a complete solution, and you'll benefit from its convenience, simplicity, and cost savings.

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.





Your Account Team

Name	Title	Phone Number	Email
Beth Spradlin	Client Solutions Executive	304-690-0140	ef8030@att.com
Asif Iqbal	Sales Manager	703-474-6025	ai001f@att.com
David Glaser	Technical Sales Consultant	703-220-8509	dg6871@att.com
Brad Hinchman	Network Integration Engagement Manager	678-427-9785	Bh2767@att.com

You'll see from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to help you reach your goals.





RFQ Response

	Purchasing Division	State of West Virginia
	2019 Washington Street East	Request for Quotation
	Post Office Box 50130	21— Info Technology
	Charleston, WV 25305-0130	

Proc Folder: 591150			
Doc Description: EndPoint Detection and Response Software - OT19125 Proc			
Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2019-07-10	2019-07-30 13:30:00	CRFQ 0210 ISC2000000002	1

BID RECEIVING LOCATION

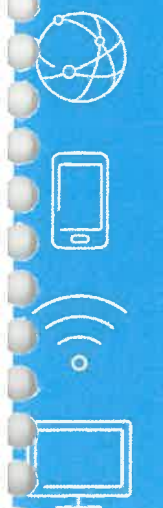
BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

AT&T Response:

AT&T Corp.
816 Lee Street
Charleston, WV 25301
Office: (304) 690-0140





FOR INFORMATION CONTACT THE BUYER

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

Signature X *Elizabeth Spradlin* FEIN # 13-4924710 DATE 7/30/2019

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 WV Office of Technology to establish a contract for an End Point Detection and Response Software to support approximately two thousand (2,000) endpoints across the state of West Virginia but can be managed centrally. This service will assist in the continuous monitoring and response to advanced cyber security threats per the terms and conditions and specifications as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON VW 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Overall Total for Contract Items 1 & 2 with Opt Renewals	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
43233204			

Extended Description:

4.1.1 Contract Item 1: Containment & Remediation

4.1.1.1 The Vendor must provide a software and/or service that is capable of supporting a minimum of 2,000 endpoints throughout the State of West Virginia

For more details see attached specifications.





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:

AT&T has read and understands.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

A **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.

- 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: July 18, 2019 at 9.00 AM (EDT)

Submit Questions to: Jessica Chambers

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.S.Chambers@wv.gov

AT&T Response:

AT&T has read and understands.

- 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 has read and 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.

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

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

SEALED BID:
 BUYER: Jessica Chambers
 SOLICITATION NO.: CRFQ ISC2000000002
 BID OPENING DATE: 7/30/2019
 BID OPENING TIME: 1:30 PM (EDT)
 FAX NUMBER: (304)558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

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

BID TYPE: (This only applies to CRFP)

- Technical
- Cost





- 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: July 30 2019 at 1.30 PM (EDT)

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

AT&T Response:

AT&T has read and understands.

- 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 has read and understands.

- 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 has read and understands.

- ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided





that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **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 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 Owner 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.

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. 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.

While submission of this proposal does not obligate either party to enter a contract of any kind, upon being selected as your vendor under this RFQ, AT&T will work





cooperatively to negotiate provisions required for compliance with the RFQ as responded to by AT&T.

12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

15. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Vennref.pdf>.

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

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. **NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

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’s proposal represents a packaged offer to the State and cannot at the discretion of the Customer be broken apart by the selection or rejection of distinct portions or provisions.

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 is willing to immediately commence negotiation of a mutually agreeable contract or serving arrangement with the State to deal with a potential partial award by the State. 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.

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 **Customer**, to the extent allowed under applicable law.

22. **INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$ 1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

AT&T Response:

For clarification, all Information is provided to the extent of the undersigned's knowledge and belief.

23. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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.





GENERAL TERMS AND CONDITIONS:

AT&T Response:

Notwithstanding anything contained in this RFQ to the contrary, AT&T submits this 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. 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.

The Terms and Conditions which are contained within this RFQ document, do not contain the product- and service related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. 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. Please note that references to specific sections within the Proposed Contract Documents are provided solely as a courtesy to assist the Customer in its review; depending on the issue presented, other provisions within the Proposed Contract Documents may be applicable to fully describe the Parties' rights.

Should AT&T be selected as your vendor under this RFQ, AT&T will work cooperatively with the **State of West Virginia** to finalize and/or clarify any contractual provisions required for compliance with the RFQ and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer.

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



AT&T Response:

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.

The contract terms contained with the RFQ do not contain the product-related contractual terms necessary for AT&T to properly deliver the products and services described in this Response.

AT&T does not intend for the information provided in this Response to be the final expression between the parties. AT&T's Response is submitted subject to the provisions hereof 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 Response, 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.

Pricing set forth in this 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 the RFQ. 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.

Should AT&T be selected as your vendor under this RFQ, AT&T will work cooperatively with you to finalize and/or clarify any contractual provisions required for compliance with the RFQ and this Response, and to expedite any purchases made pursuant to this offer.

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.

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.

- 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.

AT&T Response:

AT&T has read and understands.

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

Term Contract

Initial Contract Term: This Contract becomes effective on upon award _____ and extends for a period of One(1) _____ year(s).





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

Alternate Renewal Term - This contract may be renewed for successive _____ year periods or shorter periods provided that they do not exceed

the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

AT&T Response:

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





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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

AT&T Response:

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

AT&T's proposal hereunder, including the rates, discounts, credits or other terms contained in this proposal, was formulated based upon the scope of work that AT&T is proposing. Any changes, additions or deletions after submission to the products, services, quantities, revenue commitments, or term of the proposed arrangement will require mutual agreement/adjustment to the final configuration and to the pricing and implementation schedule.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an





appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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. Conditions affecting the configuration which are unknown at the time of submission, or 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 in AT&T's offer. Any additional equipment and services will be provided at additional cost.

For clarification, any supplement to or modification of any provision of this Agreement or changes in scope must be in writing, mutually agreed and signed by authorized representatives of both parties.

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

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

 - PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

 - LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract





value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

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

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, 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 will be responsible for obtaining licenses and permits required for its work at its cost, and the **State** will be responsible for obtaining any easements, rights-of-way or other consents required, at its cost.





8. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

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

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

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State





be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest

AT&T Response:

State's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Vendor, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of State, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of State, its employees, agents or independent contractors; and, (iii) not exceed Vendor's indemnification obligation under this Agreement, if any.

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

10. [Reserved]

11. **LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

AT&T Response:

All terms and conditions relating to damages and penalties, liquidated or otherwise, 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.

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 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.

The contract terms contained with the RFQ do not contain the product-related contractual terms necessary for AT&T to properly deliver the products and services described in this Response.

AT&T does not intend for the information provided in this Response to be the final expression between the parties. AT&T's Response is submitted subject to the provisions hereof 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 Response, 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.

Pricing set forth in this 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 the RFQ. 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.

Should AT&T be selected as your vendor under this RFQ, AT&T will work cooperatively with you to finalize and/or clarify any contractual provisions required for compliance with the RFQ and this Response, and to expedite any purchases made pursuant to this offer.

13. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.





AT&T Response:

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.

14. **PAYMENT IN ARREARS:** 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:

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.

15. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

AT&T Response:

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.

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

AT&T Response:

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.





17. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

AT&T Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid documents, and use of terms and phrases, such as "lump sum" or "all-inclusive" does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

18. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

AT&T Response:

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.

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



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.

20. **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.

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

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.

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

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





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.

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

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

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.

AT&T does not intend for the information provided in this Response to be the final expression between the parties. AT&T's Response is submitted subject to the provisions hereof 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 Response, 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.





Should AT&T be selected as your vendor under this RFQ, AT&T will work cooperatively with you to finalize and/or clarify any contractual provisions required for compliance with the RFQ and this Response, and to expedite any purchases made pursuant to this offer.

All terms and conditions relating to contract documents shall be as set forth in the Proposed Contract Documents, in particular Section 1.1 ("Overview of Documents") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

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

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 pre-existing, mutually agreed to Master Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

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

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.

Notwithstanding anything contained in this RFQ to the contrary, all terms and conditions relating to contract documents shall be as set forth in the Proposed Contract Documents, in particular Section 1.1 ("*Overview of Documents*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

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

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.

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

AT&T Response:

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.

While AT&T does not provide any direct warranty, AT&T will pass through to the **Customer** any equipment or software warranties available from its Purchased Equipment suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.





29. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
30. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

AT&T Response:

All terms and conditions relating to 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.

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

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

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

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





AT&T Response:

AT&T respectfully requests that information in this document be held confidential by the **Customer**, to the extent allowed under applicable law.

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

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

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

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.





AT&T counter proposes and will agree to the following language: "Vendor hereby assigns to Customer any and all antitrust claims for overcharges to the extent associated with the volume of products and services provided to Customer under any contract resulting from this RFQ, when such claims arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. (1973), as amended, and the antitrust laws of the State of West Virginia.

34. **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:

The undersigned can affirm to the best of the undersigned's knowledge and belief that AT&T's Response to the State of West Virginia's RFQ was not prepared in collusion with any other person or company engaged in the same line of business or commerce and has not participated in price fixing or any other illegal or unethical agreement with any company, firm or person concerning the pricing offered.

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 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 210,000 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.

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.

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

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

AT&T Response:

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.



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:

All terms and conditions relating to indemnification and third-party claims shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and 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 and 5-22-1 (i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

AT&T Response:

Please see attached Purchasing Affidavit.

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*"), provided that both the Other Government Entity and the Vendor agree. 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. 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.

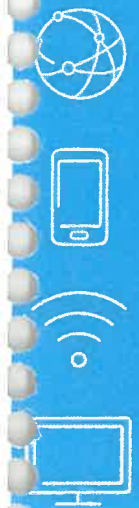
AT&T Response:

AT&T 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 210,000 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.

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.

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.requisitions@wv.gov.

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:

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.

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

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 of 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.

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.

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

AT&T Response:

For clarification, all Information is provided to the extent of the undersigned's knowledge and belief.





DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

AT&T Response:

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with Customer's operations and use of telecommunications services, to provide and support Customer'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 Customer's needs will be separately established by authorized representatives of AT&T upon award of the RFQ to AT&T. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

Due to the possibility of promotions or role reassignments, AT&T is unable to guarantee that assigned personnel will remain on the project for the duration of any resulting contract. However, AT&T understands the importance of consistent support and will work with the Customer to the greatest extent possible to minimize personnel transition and to ensure that the performance of the personnel supporting the Customer and this project meets or exceeds the Customer's expectations.

Elizabeth Spradlin, Client Solutions Executive _____
(Name, Title)

Elizabeth Spradlin, Client Solutions Executive _____
(Printed Name and Title)

816 Lee Street Charleston, WV 25301
(Address)

(304) 690-0140 _____
(Phone Number) / (Fax Number)

ef8030@att.com _____
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein;





AT&T Response:

AT&T submits this RFQ response subject to the specific exceptions and additional information provided in the Response. AT&T is confident that, if awarded the opportunity, AT&T and Customer will be able to negotiate a mutually agreeable contract.

Should AT&T be selected as your vendor under this RFQ, AT&T will work cooperatively with the **State of West Virginia** to finalize and/or clarify any contractual provisions required for compliance with the RFQ and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer.

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;

AT&T Response:

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.

The contract terms contained with the RFQ do not contain the product-related contractual terms necessary for AT&T to properly deliver the products and services described in this Response.

AT&T does not intend for the information provided in this Response to be the final expression between the parties. AT&T's Response is submitted subject to the provisions hereof 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 Response, 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.

Pricing set forth in this 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 the RFQ. 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.





Should AT&T be selected as your vendor under this RFQ, AT&T will work cooperatively with you to finalize and/or clarify any contractual provisions required for compliance with the RFQ and this Response, and to expedite any purchases made pursuant to this offer.

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)

Elizabeth Spradlin Elizabeth Spradlin, Client Solutions Executive
(Authorized Signature) (Representative Name, Title)

Elizabeth Spradlin, Client Solutions Executive
(Printed Name and Title of Authorized Representative)

7/30/2019
(Date)

(304) 690-0140
(Phone Number) (Fax Number)





SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The WV Office of Technology to establish a contract for an EndPoint Detection and Response Software to support approximately two thousand (2,000) endpoints across the state of West Virginia but can be managed centrally. This service will assist in the continuous monitoring and response to advanced cyber security threats.

AT&T Response:

AT&T has read and understands.

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.

AT&T's Response to Section 2 (*Definitions*) in its entirety:

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.

- 2.1 "**Business Hours**" means Monday - Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:
 - New Year's Day (January 1)
 - Martin Luther King Day (Third Monday in January)
 - President's Day (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - West Virginia Day (June 20)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving (Fourth Thursday in November)
 - Day After Thanksgiving (Fourth Friday in November)
 - Christmas Day (December 25)



- 2.2 "Contract Services" means an EndPoint Detection and Response Service to support approximately 2,000 endpoints across the state of WV, as more fully described in these specifications.
- 2.3 "EDR" means EndPoint Detection and Response.
- 2.4 "Endpoints" means an Internet-capable computer hardware device on a TCP/IP network, including desktop computers, laptops, tablets, thin clients, and servers.
- 2.5 "FTI" means an Federal Tax Information.
- 2.6 "Pricing Page" means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 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.

AT&T Response:

AT&T has read and understands.

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

3.1 The Vendor must be compliant with Internal Revenue Service (IRS) 1075, Section 9.3.1.12 - Remote Access requirements.

3.1.1 IRS 1075, Section 9.3.1.12 states that *"FTI cannot be accessed remotely by agency employees, agents, representatives, or contractors located offshore - outside of the United States territories, embassies, or military installations. Further, FTI may not be received, processed, stored, transmitted, or disposed of by IT systems located offshore."*

AT&T Response:

Confirmed, Digital Hands is 100% US, all employees are citizens.

3.2 The Vendor must have the ability to provide at a minimum 3-tiered levels of support. Documentation detailing the Vendor's tiered level support must be available upon request. The levels of support must consist of following:





- 3.2.1 A Customer Service Tier; Initial contact that will provide tier one support to include basic troubleshooting.
- 3.2.2 An Engineering Tier; If tier one troubleshooting is unable to resolve the issue at hand, then it needs to be able to be escalated to an engineer level support.
- 3.2.3 An Onsite Support Tier; To include any and all subject matter experts applicable to the problem that cannot be fixed remotely.

AT&T Response:

Confirmed, 24x7 staff readily available for analysis, troubleshooting, incident response, engineering support accessible. Onsite remediation is available.

- 3.3 The Vendor must provide upon request, examples of at least five (5) successful implementations of their EDR service over last three (3) years.

AT&T Response:

References will be provided upon down selection.

- 3.4 The Vendor must provide upon request a dedicated Project Manager and Project Management services during the implementation of the proposed service, including a project plan.

AT&T Response:

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with Customer's operations and use of telecommunications services, to provide and support Customer'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 Customer's needs will be separately established by authorized representatives of AT&T upon award of the RFQ to AT&T. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

Due to the possibility of promotions or role reassignments, AT&T is unable to guarantee that assigned personnel will remain on the project for the duration of any resulting contract. However, AT&T understands the importance of consistent support and will work with the Customer to the greatest extent possible to minimize personnel transition





and to ensure that the performance of the personnel supporting the Customer and this project meets or exceeds the Customer's expectations.

- 3.4.1 The project plan must include but is not limited to the Work Breakdown Structure, a change management plan, a communication plan, and weekly status report.

AT&T Response:

AT&T Understands. Please feel free to review Attachment C: Sample Operational Structure and Attachment D: Sample Operational Document for detail information.

4. MANDATORY REQUIREMENTS:

- 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
 - 4.1.1 **Contract Item: Endpoint Detection and Response Software**
 - 4.1.1.1 **Containment & Remediation**

AT&T Response:

AT&T Endpoint Protection is powered by Symantec that meets and exceeds the needs of the State of West Virginia as defined below. This solution has been rated by Gartner as the leader in vision and ability to execute in the most recent Gartner MQ report and is the only solution to have maintained a spot in the leaders' quadrant for over 10 years.

In the proposed solution below, Symantec will provide the ability for the State of West Virginia to:

- Leverage Symantec's Endpoint Detection and Response capabilities to automatically detect and respond to events
- Leverage Symantec's industry leading Application Isolation and Application Control functionality
- Leverage Symantec's Threat Protection for AD component - which monitors for malicious AD traffic, uses AI to provide false responses, and provides targeted alerts for unauthorized privilege escalation attempts.

Symantec enjoys the privilege of being the largest cyber-security company in the world with the broadest scope of products. Our Threat protection tools are the life of





Symantec and have teams of researchers working globally to analyze threats and ensure protections are in place before they are needed. Symantec enjoys the opportunity to work with the State of West Virginia in securing its endpoints.

4.1.1.2 The Vendor must provide a software and/or service that is capable of supporting a minimum of two thousand (2,000) endpoints throughout the State of West Virginia

AT&T Response:

AT&T Endpoint Protection solution proposed below has deployments ranging from under 500 endpoints to well over 100,000 endpoints.

4.1.1.3 The Vendor must provide a software and/or service that can be centrally managed by a West Virginia Office of Technology Administrator.

AT&T Response:

Symantec provides the ability for the products listed below to be managed on-premise, full cloud, or in a hybrid mode. In each mode, all clients can be seamlessly managed no matter where they may travel globally.

4.1.1.4 The Vendor must provide a software and/or service that shall feature the following:

4.1.1.4.1 Automatically restrict potentially malicious activity to within an isolation container.

AT&T Response:

AT&T Endpoint Protection has multiple defense mechanisms that will land malicious activity into isolation containers, including but not limited to:

- **Cynic Sandbox** - new files that are blocked from running/quarantined on a system can be automatically submitted to Symantec's Cynic sandbox where the file is executed in virtual and bare metal systems to determine what activity was intended and provides a response back with all attempted changes and network connections for event correlation, SEIM aggregation, or further discovery.

SEP Isolation - If a file is determined to be unknown but not malicious, SEP can isolate a file/process away from the OS into three distinctive buckets based on policy. High Isolation ensures that the file/process can be used but can make zero impact to the





system. Medium Isolation allows the utilization of some protected system resources but not modification. Lastly low isolation allows for the configuration of some trusted updaters or resources that are allowed to be modified. Policies can be set to trigger based off of known publishers, reputation in the Symantec Global Intelligence Network, prevalence in the environment, or days available.

SEP Emulator - Before Cynic Sandbox or SEP Isolation is utilized, SEP Emulator will unpack unknown, obfuscated files to determine their risk level and share this information with other in use engines to determine if the file should be allowed, isolated, quarantined, or deleted.

- 4.1.1.4.2 Automatically isolate applications interacting with untrusted content from more trusted portions of the device outside the container.

AT&T Response:

AT&T Endpoint Protection includes a feature from Symantec called Application Isolation. This feature allows Symantec to dynamically identify apps that may pose a risk to the environment and then isolate into High, Medium, and Low risk containers as mentioned in answer 4.1.1.4.1. Such examples of isolation policy could dictate that all unknown files are placed into high isolation until further identified, or that any file signed by the State of West Virginia and that has a good reputation can be trusted.

The levels of isolation can be set dynamically by file elements, prevalence in the environment, age, publisher, etc. A drift analysis is also available as an automated report to help administrators keep tabs on trusted applications in the environment that might have changed over time since initial policy creation.

- 4.1.1.4.3 Automatically detect and isolate potentially malicious code behavior.

AT&T Response:

AT&T Endpoint Protection is capable of isolating files or systems as needed. Symantec will can automatically quarantine files/process based on behavior and, if primary actions fail, can enforce an complete endpoint quarantine where the system is denied network access accept to defined IT tools. Symantec also provides the ability for runbooks/playbooks to be generated for automatic enforcement using the MITRE framework as a means to define infection attempts.





- 4.1.1.4.4 Continuously detect, and isolate threats based on machine learning, behavioral analytics, and custom detection rules.

AT&T Response:

AT&T Endpoint Protection meets this need across the board. Symantec has the highest rated Endpoint solution by third party reviews, such as the Gartner Magic Quadrant, and is the longest leader in the space being the only Endpoint platform to hold MQ Leader status since the reports inception. AT&T Endpoint Protection includes such engines as AML (Advanced Machine Learning), SONAR (heuristics and analytics), Bloodhound (AI and heuristics), Cynic (cloud sandbox), and Application Isolation (for risky behaviors or file types).

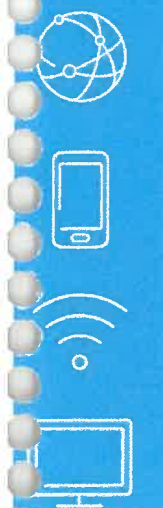
- 4.1.1.4.5 Automatically capture necessary event details on all malicious activity, including but not limited to ports and protocols in use, running executables and services, and browser plugins occurring within the isolation container to support retrospective post-event analysis, threat analysis, and situational awareness.

AT&T Response:

AT&T Endpoint Protection has a complete EDR console available for user that captures these details and more. Each discovered incident automatically reviews the attack to see if it is originating from a known attacker and alerts to the type (determined attacker, nation state, activist, etc.), automatically sandboxes unknown executable files, alerts to discovered IOCs, and displays items such as ports/protocols, active connections, signed in user, originating processes, etc.

More importantly a Flight Data Recorder is available on the system to see every action that was taken within a defined period (example: recording set for last 7 days). IOCs that come from any event will automatically be searched for and correlated. Triggering events are marked for easy discovery with bright red text stating "Triggering Event" and all events are attempted to be mapped to the MITRE framework to assist in expediting responses.

- 4.1.1.4.6 Be configurable to control the ability of applications running within the isolation container to access only specified system resources.





AT&T Response:

AT&T Endpoint Protection fully meets this need with the feature Application Isolation. The Application Isolation feature provides a predefined High, Medium, and Low isolation container. Administrators can easily change the level of access and trust for each container by policy. Policy can be modified granularly by group so that high risk clients can be as aggressive with the protection as deemed necessary by administrators.

- 4.1.1.4.7 Provide the ability to restrict execution of high-risk applications and computer processing activities to an isolated environment.

AT&T Response:

AT&T Endpoint Protection includes the features of Application Control and Application Isolation. Together these feature can define what applications should be allowed to run on a system and in turn either block unknown apps from running or force isolation of unlisted applications.

Symantec's Application Isolation and Application Control feature is built on the same base engine as Symantec Critical System Protection which has hosted a capture the flag event at Black Hat with no winners to date.

- 4.1.1.4.8 Automatically eliminate and report all isolation container artifacts of compromise and intrusion remnants.

AT&T Response:

AT&T Endpoint Protection does not retain artifacts by default unless told to quarantine items or to submit them to the EDR service for outside inspection.

- 4.1.1.4.9 Provide continual verification of the integrity of the isolation container to ensure there is no unauthorized/malicious access or persistent modification.

AT&T Response:

AT&T Endpoint Protection does not persist isolation containers. If an event is determined that could attempt to escape isolation the container and its contained process/content are stopped and a new container will be created for the next process/event as needed.





4.1.1.4.10 Automatically report potentially malicious events detected within the isolation container and provide actionable information.

AT&T Response:

AT&T Endpoint Protection will report all malicious and suspicious events by default. To Symantec it is critically important that such items be logged and stored if needed for further investigation. Similarly, Symantec strongly encourages the use of syslogging to ensure that endpoint data is being used to trigger alerts and security responses from other tools in the environment.

4.1.1.4.11 Be capable of containing operating system kernel-level vulnerability exploitation.

AT&T Response:

AT&T Endpoint Protection has multiple channels monitoring for such events and has a track record for exceeding standard protection norms. One such example would be our defense of WannaCry and Petya\NotPetya in which Symantec customers enjoyed a global 0% infection rate.

4.1.1.4.12 Provide options for configurable automated or manual remediation actions in response to detected potentially malicious events.

AT&T Response:

AT&T Endpoint Protection's EDR platform allows for automated playbooks to be developed to take defined actions when an event or series of events occurs. Such an example could be that if a file is discovered as potentially malicious or a known IOC, the device can be removed from the network and put in an isolation zone until the morning when security administrators have a chance to manually remediate the system.

All of Symantec's automated response capabilities can also be triggered manually by security administrators even without a corresponding Symantec alert.

4.1.1.5 **Reporting & Monitoring**

4.1.1.6 The Vendor must provide a software or service that shall interoperate with event monitoring and correlation systems to facilitate aggregated situational awareness.





AT&T Response:

Symantec fully supports syslog via its tools and encourages the use of this feature as well as our open APIs to integrate Symantec products with other items in the existing security stack.

- 4.1.1.7 The software shall support open standards for automated threat information sharing.

AT&T Response:

SIEM integrations are fully supported via both syslog feeds and the RESTful API data feed with external services, such as threat feeds.

- 4.1.1.8 The software shall provide integrated and customizable search with, at minimum, the ability to search data from all systems for information relevant to an incident investigation or risk analysis.

AT&T Response:

Symantec EDR will automatically correlate event data for any threat it detects in the environment. Above this, investigators/administrators will have the ability to manually search for IOCs (via hash, STIX/TAXII report, etc.) and allow the EDR tool to correlate systems with like indicators. For each system, the running process and network connections can be viewed for each system as well as full process trees.

In addition to this each event is evaluated against the MITRE framework to ensure that an accurate timeline of attempted incursions is provided.

- 4.1.1.9 The software shall have the ability to execute manual and scheduled scans of specified systems for indicators derived from threat intelligence or other sources.

AT&T Response:

Symantec supports Daily, Weekly and Monthly scan thresholds to look for known malware and to analyze systems for new anomalies. Playbooks can be built on these scans to ensure that an initial response is given in line with the State of West Virginia's expectations.





- 4.1.1.10 The software shall provide integrated analytics (including visualization) and support the creation of custom analytics, in order to identify anomalous endpoint behaviors, support incident investigation, and perform event analysis.

AT&T Response:

Symantec Endpoint Detection and Response provides threat maps of incidents that allow modification of how elements are viewed. Below this investigators will find a time sorted forensic print out of each event and all available meta data (example: MITRE Framework placing, Triggering Event status, parent process, active user, etc.). If there are any correlations with other incidents, the incident and its response will be listed for consideration. Furthermore, Symantec EDR receives threat intelligence from our Global Intelligence Network and will educate incident responders if items appear to be a targeted attack and/or originate from a known organization (nationstate, crime unit, activists, etc.)

- 4.1.1.11 The software shall allow administrative functions to be delegated to users based on roles/permissions and or groupings of endpoints they are responsible for managing.

AT&T Response:

Symantec provides full Role Based Access Controls for its systems as well as audit functionality to ensure each action is logged and recorded for accountability.

- 4.1.1.12 The software shall support delegation (i.e., user-specified) of who can access/view collected endpoint data.

AT&T Response:

Symantec provides full Role Based Access Controls for its systems. Granular access can be provided to particular groups/units inside of the organization.

- 4.1.1.13 The software shall have the capability to be tuned/configured to reduce alerts resulting from false positives.

AT&T Response:

Symantec allows for events and notifications to be tuned to help focus investigators on useful events.





- 4.1.1.14 The software shall provide configurable alerting based upon administrator defined criteria.

AT&T Response:

Symantec fully supports notifications and alerts from inside of the product, but also highly recommends the use of syslog to integrate Symantec event details with other security tools.

- 4.1.1.15 The software shall send alerts at administrator-definable intervals.

AT&T Response:

Symantec supports alert thresholds being defined. For example - if 10 new pieces of malware are found in under a minute and administrator may be notified immediately however if 10 new pieces of malware were found over the course of a day and all were remediated a daily report would be sent at the defined time.

- 4.1.1.16 The software shall provide the ability to automatically discover and alert on previously unknown external and/or internal hardware/peripheral devices (such as storage) connected to endpoints for the purpose of retrospective/post-event analysis.

AT&T Response:

Symantec supports the ability to log all plugged in devices. An additional option with this feature is to also log file names that are written to peripheral devices. Content inspection is not done with the proposed solution at this time, but can be integrated with Symantec DLP if this becomes a consideration for the State in the future.

- 4.1.1.17 The software shall generate reports based on pre-saved user-defined formats and datasets to facilitate rapid analysis, decision making, and follow-up actions following events.

AT&T Response:

Symantec reports can be tuned to provide desired content for easier analysis. Similarly, notifications can be set to alert on user defined thresholds. For instance, one





administrator may want to be defined if a number of systems go offline at one time and another administrator may only care if malicious/suspicious detections have occurred.

- 4.1.1.18 The software shall provide time stamping of all collected data and events based on a single time standard (e.g., coordinated universal time).

AT&T Response:

Symantec meets this requirement fully across all product sets. Having a single time standard is critical to incident remediation.

- 4.1.1.19 The software shall have the ability to pull locally stored data from specified endpoints in near real time to support high priority hunt and forensic operations.

AT&T Response:

Symantec Endpoint Detection and Response has the ability to pull full endpoint recordings from the system as well as the ability to pull individual file items from a system to a no-execution zone where forensic teams can access the file and move for the benefit of their investigation.

- 4.1.1.20 The software shall provide automated analysis and visualization of an attack; including production of an event timeline and initial assessment of severity/impact.

AT&T Response:

Symantec Endpoint Detection and response provides a visual and forensic output for all incidents.

- The incident map provides objects for URLs, Systems, and files/objects that make up the incident. Each object can be moved on the map to help with sorting and investigation.
- The forensic print out is a chronological report for each event in the process with data elements surrounding each event. Each event can be opened to review associated details. The forensic team can build custom views to help ease incident remediation and pull out data elements for easier inspection - such as if





an item is a triggering even, unknown to Symantec, or made a network connection.

4.1.2 Technical Details

- 4.1.2.1 The Vendor must provide the minimum supported platforms including: Windows operating system, Linux operating system, and all virtual environments including but not limited to VMWare, Azure, and Hyper-V.

AT&T Response:

Client Workstation and Server System Requirements

Windows® Operating Systems

- Windows Vista (32-bit, 64-bit)
- Windows 7 (32-bit, 64-bit; RTM and SP1)
- Windows Embedded 7 Standard, POSReady, and Enterprise (32-bit, 64-bit)
- Windows 8 (32-bit, 64-bit)
- Windows Embedded 8 Standard (32-bit and 64-bit)
- Windows 8.1 (32-bit, 64-bit), including Windows To Go
- Windows 8.1 update for April 2014 (32-bit, 64-bit)
- Windows 8.1 update for August 2014 (32-bit, 64-bit)
- Windows Embedded 8.1 Pro, Industry Pro, and Industry Enterprise (32-bit, 64-bit)
- Windows 10 (32-bit, 64-bit)
- Windows 10 November Update (2015) (32-bit, 64-bit)
- Windows 10 Anniversary Update (2016) (32-bit, 64-bit)
- Windows Server 2008 (32-bit, 64-bit; R2, SP1, and SP2)
- Windows Small Business Server 2008 (64-bit)
- Windows Essential Business Server 2008 (64-bit)
- Windows Small Business Server 2011 (64-bit)
- Windows Server 2012





- Windows Server 2012 R2
- Windows Server 2012 R2 update for April 2014
- Windows Server 2012 R2 update for August 2014
- Windows Server 2016

Windows Hardware Requirements

- 1.9 GHz CPU or higher
- 1 GB of RAM (2 GB recommended)
- 530 MB of free space on the hard disk

Macintosh® Operating Systems

- Mac OS X 10.10, 10.11, macOS 10.12, 10.13

Mac Hardware Requirements

- 64-bit Intel Core 2 Duo or later
- 2 GB of RAM
- 500 MB of free space on the hard disk

Virtual Environments

- Microsoft Azure
- Amazon WorkSpaces
- VMware WS 5.0, GSX 3.2, ESX 2.5 or later
- VMware ESXi 4.1 – 5.5
- VMware ESX 6.0
- Microsoft Virtual Server 2005
- Microsoft Enterprise Desktop Virtualization (MED-V)
- Microsoft Windows Server 2008, 2012, and 2012 R2 Hyper-V
- Citrix XenServer 5.6 or later
- Oracle Cloud
- Virtual Box by Oracle

Linux Operating System (32-bit and 64-bit versions)



- Amazon Linux
- CentOS 6U3, 6U4, 6U5, 6U6, 7, 7U1, 7U2, 7U3; 32-bit and 64-bit
- Debian 6.0.5 Squeeze, Debian 8 Jessie; 32-bit and 64-bit
- Fedora 16, 17; 32-bit and 64-bit
- Oracle Linux (OEL) 6U2, 6U4, 6U5, 7, 7.1, 7.2, 7.3
- Red Hat Enterprise Linux Server (RHEL) 6U2 - 6U8, 7 - 7.3
- SUSE Linux Enterprise Server (SLES) 11 SP1 - 11 SP3; 32-bit and

64-bit; 12

- SUSE Linux Enterprise Desktop (SLED) 11 SP1 - 11 SP3; 32-bit and 64-bit
- Ubuntu 12.04, 14.04, 16.04; 32-bit and 64-bit

Linux Hardware Requirements

- Intel Pentium 4 (2 GHz CPU or higher)
- 1 GB of RAM
- 7 GB of free space on the hard disk

The EDR on-premise appliance is a Virtual Appliance requiring:

- 12 cores
- 48 GB memory
- 500GB disk

4.1.2.2 The software shall not impair authorized system operations nor shall it degrade managed system performance in any way, which may adversely impact a system's primary business/mission functions. The following authorize system operations include but not limited to:

4.1.2.2.1 Patching, Scanning, Business software usage,

AT&T Response:

By default, Symantec products do not typically interfere with patching software or known business applications. In the event of any issues, Symantec offers centralized





whitelisting to allow permitted business and patching applications to run without impact. Scanning solutions without an installed agent soliciting the traffic will also need to be whitelisted as out of the box Symantec will block most unsolicited inbound traffic.

4.1.2.2.2 The following Information Assurance Tools/Initiatives include but not limited to:

AT&T Response:

Symantec has a broad knowledge of other security and assurance tools and makes every effort to ensure compatibility if possible. In some cases, items like Vulnerability scanners will need to be explicitly whitelisted due to the nature of the product (unsolicited traffic checking known vulnerabilities). In most cases, Symantec can be deployed along other security tools with little to no configuration.

4.1.2.2.2.1 Secure host baseline, and assured compliance assessment software.

AT&T Response:

As part of the proposed solution, Symantec offers features around Host Integrity Monitoring that can check to ensure systems are compliant with the expected configuration. Symantec also works with other tools that may exist in this space such as ForeScout, Cisco, BigFix, and more.

4.1.2.3 The software shall allow for patching and update of containerized applications through a means of automated verification (e.g., integration with automated patch management infrastructure/processes).

AT&T Response:

Symantec fully meets this requirement. Isolated applications are not allowed to make changes to the system, but defined applications (such as SCCM for example) can be allowed to modify isolated applications.

4.1.2.4 All software components shall have the ability to be automatically deployed and configured based on predefined configurations.





AT&T Response:

Symantec provides several deployment options such as:

- A Symantec hosted deployment wizard
- Ability to push clients via software deployment tools (SCCM, Tanium, ITMS, etc.)
- Ability to force install of clients via GPO.

Defined policy baselines are included in the client to ensure it is protected automatically after install. As part of the installation process clients will attempt to check in and verify that the bundled policy is still the current policy. If not, updates are made to ensure a consistent experience from the start.

- 4.1.2.5 The software shall securely store and transmit data in a manner that ensures the confidentiality, integrity, availability, and source authenticity of the data.

AT&T Response:

By default Symantec solutions installed with TLS enabled and enforced. Manual intervention is required to deprecate this security.

- 4.1.2.6 The software shall encrypt all data in transit or data at rest with Federal Information Processing Standards (FIPS) 140-2 compliant cryptographic modules.

AT&T Response:

Symantec supports FIPS 140-2 compliance for client/server communication.

4.1.3 Optional Renewals

- 4.1.3.1 Vendor should include, as part of its bid, pricing for optional renewal years 2, 3, and 4. These optional renewal years will be agreed upon by both parties and initiated by the Agency via Change Order. The contract will be awarded on the initial year's cost only.

AT&T Response:

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





5. CONTRACT AWARD:

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

Contract will be evaluated on all lines but only awarded on first year.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

AT&T Response:

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

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. This information will be required before contract is issued.

Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. This information will be required before contract is issued.

- 5.2 Pricing Page:

AT&T Response:

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.

Vendor should complete the Pricing Page, Exhibit "A", by inserting the unit cost of the items listed; extended cost; and an overall total to reflect Total Cost of the listed items. See pricing page example. Vendor should complete





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

Pricing Page Example

Estimated Quantity x Unit Cost = Extended Cost

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.

The Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:
Jessica.S.Chambers@wv.gov

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

AT&T Response:

AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: <http://serviceguidenew.att.com/>

Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide.

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.

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, warranties and all other terms and conditions in this Response and the Proposed Contract Documents.

7. **PAYMENT:** Agency shall pay flat fee for the unit cost, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall





accept payment in accordance with the payment procedures of the State of West Virginia.

AT&T Response:

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.

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

AT&T's Response to section 9:

All terms and conditions relating to access of Customer premises shall be as set forth in the Proposed Contract Documents, in particular Section 3.1 ("*Access Rights*") of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

10. VENDOR DEFAULT:





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

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

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

AT&T Response:

All terms and conditions relating to default, termination and remedies shall be as set forth in the Proposed Contract Documents. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

11. MISCELLANEOUS:

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

Contract Manager:	Elizabeth Spradlin
Telephone Number:	304.690.0140
Fax Number:	847.326.3980
Email Address:	Ef8030@att.com





AT&T Response:

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with Customer's operations and use of telecommunications services, to provide and support Customer'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 Customer's needs will be separately established by authorized representatives of AT&T upon award of the RFQ to AT&T. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

Due to the possibility of promotions or role reassignments, AT&T is unable to guarantee that assigned personnel will remain on the project for the duration of any resulting contract. However, AT&T understands the importance of consistent support and will work with the Customer to the greatest extent possible to minimize personnel transition and to ensure that the performance of the personnel supporting the Customer and this project meets or exceeds the Customer's expectations





EXHIBIT A - Pricing Page

EndPoint Detection and Response Services - QT19125

Note to Vendors: The Pricing Page is locked with the exception of Unit Cost column.

Line Items	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
4.1	Contract Item: Endpoint Detection and Response Software for approximately 2,000 EndPoints	LS	1		\$
4.1	Optional Renewal Year 2 Maintenance: Contract Item: Endpoint Detection and Response Software	LS	1		\$
4.1	Optional Renewal Year 3 Maintenance: Contract Item: Endpoint Detection and Response Software	LS	1		\$
4.1	Optional Renewal Year 4 Maintenance: Contract Item: Endpoint Detection and Response Software	LS	1		\$
				Total Overall Cost	\$

Please note: This information is being captured for auditing purposes

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the WV Purchasing Division as Change Orders for subsequent years.

Vendor Signature: _____





AT&T Attachments

Addendum 1-1-Technical Questions

Attachment A: AT&T Unified Agreement

Attachment B: AT&T Proposal

Attachment C: Sample Operational Structure

Attachment D: Sample Operational Document



EXHIBIT A – Pricing Page

EndPoint Detection and Response Services - OT19125

Note to Vendors: The Pricing Page is locked with the exception of Unit Cost column.

Line Items	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
4.1	Contract Item: Endpoint Detection and Response Software for approximately 2,000 EndPoints	LS	1	\$120,671.00	\$ 120,671.00
4.1	Optional Renewal Year 2 Maintenance: Contract Item: Endpoint Detection and Response Software	LS	1	\$115,704.00	\$ 115,704.00
4.1	Optional Renewal Year 3 Maintenance: Contract Item: Endpoint Detection and Response Software	LS	1	\$116,784.00	\$ 116,784.00
4.1	Optional Renewal Year 4 Maintenance: Contract Item: Endpoint Detection and Response Software	LS	1	\$118,624.00	\$ 118,624.00
Total Overall Cost					\$ 471,783.00

Line Items	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
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Please note: This information is being captured for auditing purposes

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the WV Purchasing Division as Change Orders for subsequent years.

Elizabeth Spradlin

7/30/2019

Vendor Signature:

Description	Unit of Measure	Estimated Quantity	Unit Cost	Exte
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Information is being captured for auditing purposes

Awarded on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed as Change Orders for subsequent years.

Elizabeth Spradlin

7/30/2019

Vendor Signature:

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: AT&T Mobility National Accounts LLC

Authorized Signature: *Markus E. Flister* Date: 07/23/2019

State of Maryland

County of Carroll, to-wit:

Taken, subscribed, and sworn to before me this 23 day of July, 2019.

My Commission expires March 26, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC

Markus E. Flister
Purchasing Affidavit (Revised 01/19/2018)



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: 591150

Doc Description: Addendum 1-EndPoint Detection and Response Software - OT1912

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-07-22	2019-07-30 13:30:00	CRFQ 0210 ISC2000000002	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:

AT&T Corp.
 816 Lee Street
 Charleston, WV 25301
 304.690.0140

FOR INFORMATION CONTACT THE BUYER

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

Signature X

Elizabeth Spradlin

FEIN # 13-4924710

DATE 7/30/2019

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

ADDITIONAL INFORMATION:

Addendum

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

The West Virginia Purchasing Division is soliciting bids on behalf of The WV Office of Technology to establish a contract for an End Point Detection and Response Software to support approximately two thousand (2,000) endpoints across the state of West Virginia but can be managed centrally. This service will assist in the continuous monitoring and response to advanced cyber security threats per the terms and conditions and specifications as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Overall Total for Contract Items 1 & 2 with Opt Renewals	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
43233204			

Extended Description :

4.1.1 Contract Item 1: Containment & Remediation

4.1.1.1 The Vendor must provide a software and/or service that is capable of supporting a minimum of 2,000 endpoints throughout the State of West Virginia

For more details see attached specifications.

SOLICITATION NUMBER: CRFQ ISC2000000002

Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

1. The purpose of this addendum is to address all technical questions received.

No additional changes.

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

Terms and Conditions:

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

ATTACHMENT A

Technical Questions
CRFQ ISC2000000002

1. Are there any details available regarding 'Endpoint Detection and Response Software'? Any specific metrics regarding detection and/or response? Details listed in 4.1.1.4.1 thru 4.1.1.4.10 are limited, at best.

Agency Answer:

The State would like a solution that performs the functions listed in Section 4.1.1.4.1 thru 4.1.1.4.10 automatically, without direct, manual interaction from staff.

2. Are there any details available on the 'Scoring Matrix' to be used in evaluating proposals? Price, references, ability to meet all technical requirements, gartner, etc?

Agency Answer:

Lowest price that meets all the mandatory requirements of the solicitation.

3. Will implementation and professional services be required at the time of this bid or after contract award? Any details specific to this?

Agency Answer:

Implementation should be included in the total bid cost

4. Would the West Virginia Department of Administration extend the due date out to August 13, 2019?

Agency Answer:

No.

5. Are the 2,000 endpoints strictly laptops and desktops? Are there any mobile devices mixed in?

Agency Answer:

The EndPoints are servers

6. Will the number of endpoints grow beyond 2,000?

Agency Answer:

Not at this time

7. What is the mixture of Windows and Linux based endpoints?

Agency Answer:

85% Windows; 10% Linux; 5% Other

8. Will EDR for the 2000 endpoints include any servers or is this just for workstations?

Agency Answer:

All the endpoints are servers

a. How many Windows servers are included in the 2000 endpoints?

Approximately 85% of the licenses

b. How many Linux servers are included in the 2000 endpoints?

Approximately 10% of the licenses

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ISC2000000002

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.

AT&T Corp.

Company

Elizabeth Spradlin

Authorized Signature

7/30/2019

Date

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



MASTER AGREEMENT

Customer	AT&T
Customer Legal Name: State of WV Street Address: 1900 Kanawha Blvd. City: Charleston State/Province: WV Zip Code: 25305 Country: US	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Jessica S Chambers Title: Buyer Street Address: 2019 Washington Street East City: Charleston State/Province: WV Zip Code: 25305 Country: US Telephone: (304) 558-0246 Fax: Email: jessica.s.chambers@wv.gov	Street Address: 816 Lee Street City: Charleston State/Province: WV Zip Code: 25301 Country: US With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

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.

Customer (by its authorized representative)	AT&T (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 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 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 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.

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.

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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.



Symantec/AT&T Response to the Request for Quote
to
State of West Virginia
for
Complete Endpoint Defense

07-30-2019

5. Terms & Conditions

Attached is AT&T's proposal concerning certain specified AT&T products and/or service(s). Any changes, additions or deletions to the products, services, quantities, revenue commitments, or term of the proposed arrangement may result in changes to the rates, discounts, credits or other terms contained in this proposal. This proposal does not constitute an offer to contract or an acceptance of Customer's requirements or terms and conditions, notwithstanding any provisions to the contrary stated in Customer's RFP, RFQ or their other documentation. Any future contract is contingent upon AT&T and Customer entering a written agreement signed by authorized representatives of both parties that sets forth the applicable prices, terms and conditions relating to specified AT&T products and services, and/or, to the extent required by law, AT&T filing a tariff with federal and/or state regulatory agencies and such tariff becoming effective. Such contract and/or tariff, as applicable, will be the sole agreement between the parties and will supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral, between the parties relating to the subject matter of such contract and/or tariff.

Unless otherwise specified in writing by AT&T, this proposal shall expire on August 30, 2019. Each party may withdraw from discussions relating to this proposal at any time without liability or further obligation to the other party. Submission of this proposal does not obligate either party to enter a contract of any kind, create legal obligations on the part of either party or obligate either party to pay expenses incurred by the other party.

This proposal contains proprietary and confidential AT&T information that Customer is required to maintain as confidential; Customer may use this response only to evaluate a possible business arrangement with AT&T, and Customer may not disclose the contents of this response to any third party without the advance written consent of AT&T and under the guidelines of an AT&T approved written non-disclosure agreement.

The entire contents of this response are confidential and proprietary to AT&T. This response is submitted on the condition that, ("Customer", "Client", "You" and "Your"), not disclose the information contained herein to any third party without the express written consent of AT&T.

By receiving AT&T's submission of this proposal, Customer further agrees not to disclose the contents hereof internally other than to those of its agents, principals, representatives, consultants, or employees who need to know these contents for the purposes of Customer's evaluation of the proposal. Customer agrees to inform such persons of the confidential nature of the contents hereof and to obtain their agreement to preserve the confidentiality hereof to the same extent as Customer's. Customer further agrees to treat the confidential information contained herein with at least the same level of care as it takes with respect to its own confidential information, but in no event with less than reasonable care.

This Proposal is not an offer of contract, and only the execution of a written contract will obligate AT&T in accordance with the terms and conditions of such contract. Except as qualified herein, AT&T reserves the right to vary the terms of this proposal in response to changes in the specifications made by Customer.

Submission of this response by AT&T in no way conveys any right, title, interest or license in any intellectual property (including but not limited to patents, copyrights, trade secrets or trademarks) contained or embodied herein.

STATEMENT OF WORK

State of West Virginia – Managed Security Services

1. ENGAGEMENT OVERVIEW

This SOW includes the scope, pricing, roles, responsibilities, and other relevant details pertaining to the Services described in Section 4 of this SOW (the “Solution”) to be provided by Supplier for Customer with respect to the solution assets, data sources, devices, and appliances listed in Section 2 below.

If an activity or responsibility is not expressly assigned to Supplier in this SOW, the activity or responsibility is outside the scope of the Services to be provided by Supplier pursuant to this SOW. Supplier’s general obligation under this SOW is to provide the Solution with respect to the devices, appliances, and data sources set forth in Section 2 remotely from Supplier’s Security Operations Centers in accordance with the terms of this SOW. The parties acknowledge that AT&T is not obligated to provide or procure any equipment (other than any software monitoring agent or software collector described in this SOW) or any professional services for setup, installation, or configuration of any devices, appliances, data sources, or other assets, or to deploy, install, configure, or label any devices, appliances, data sources, or other assets with respect to the Services. AT&T understands that all Customer in-scope devices, systems, appliances, and data sources have been or will be procured, installed, configured, and operationalized on-premises at Customer’s locations or at authorized third-party locations by Customer or Customer-authorized third-party vendors before the date the Services are to commence under the terms of this SOW.

The parties acknowledge that the Solution features described in this SOW depend on the availability and supportability of the in-scope devices, appliances, and data sources and the features of those devices, appliances, and data sources being utilized by Customer.

2. SOLUTION ASSETS

The following table describes the “Solution Assets” that are in-scope for this SOW:

SOLUTION ASSETS

The following table describes the “Solution Assets” that are in-scope for this SOW:

SOLUTION ASSETS	QUANTITY
Symantec Endpoint Protection (SEP14) <ul style="list-style-type: none">• AntiVirus/AntiMalware• Host Intrusion Prevention• Application and Device Control• Host Integrity• Threat Intelligence	2,000 Endpoints

*Note: This Solution Asset List will be confirmed as part of the engagement process.
Pricing may change as a result of variances in quantities.*

3. SCOPE OF WORK – GENERAL AT&T RESPONSIBILITIES

3.1 Project Management

To facilitate the Services, AT&T will undertake the following project management activities during Normal Service Hours from Supplier's US-based Security Operations Center (SOC) facilities:

- A. Supplier Engagement Manager will interface directly with Customer's project manager and serve as the primary interface to Customer.
- B. Along with AT&T, conduct a formal project kick-off meeting to review this SOW, the Agreement, and the Services to be provided pursuant to this SOW. The project kick-off meeting will occur onsite, at a mutually agreed date, time, and location, and is intended to (1) introduce the project participants, (2) discuss project team roles and responsibilities, (3) review the project objectives, (4) provide an overview of Supplier's methodology, and (5) develop a preliminary schedule of activities.
- C. Participate in and provide status and engagement planning meetings as mutually agreed with Customer and AT&T. The audience for status meetings may be Supplier personnel, AT&T personnel, Customer personnel, or third-party vendors.
- D. Coordinate project scheduling with Customer and AT&T.

3.2 Solution Engagement

Supplier's engagement team will work closely with AT&T and Customer-designated points of contact to implement the Solution. The purpose of this phase is to finalize engagement team members, review the scope of the Services, and develop a common understanding of the engagement roles, goals, objectives, requirements, deliverables, timelines, and responsibilities. Supplier's engagement team is available during Normal Service Hours (as defined in [Section 5.3](#)) via telephone and e-mail. Supplier will deliver engagement activities from Supplier's US-based SOC facilities. Supplier's engagement activities will include the following:

- A. Transfer Knowledge
 - 1. Meet (by telephone conference & Onsite) with Customer stakeholders to review installation documentation, made available by Customer or the applicable manufacturer, to facilitate knowledge transfer and managed services deployment.
 - 2. Document operational processes and Customer institutional knowledge into a Customer-specific operational readiness document (the "ORD"). For purposes of this SOW, "ORD" means the initial operational readiness document prepared by Supplier with Customer's assistance, as amended and supplemented from time to time by Customer and Supplier and includes without limitation all knowledge-based documents and other supporting documents created by Supplier with respect to the Services.
- B. Confirm Solution Asset list and that Solution Assets are up, running, and ready to accept Services
- C. Deploy and Test Alerts and Access
 - 1. Set up managed services alerting for the Solution Assets based on defined thresholds set forth in the ORD.
 - 2. Test and verify Solution Asset visibility and access from the Supplier SOC.

3.3 Supplier Operations Center (SOC)

Supplier's SOC resources are available and accessible as follows:

- A. Availability and Accessibility

1. Supplier SOC resources are available 24 x 7 x 365 via email and telephone at the Supplier email addresses and SOC telephone numbers specified in the ORD.
 2. Supplier SOC resources will support technical resources within the Customer environment, such as systems administrators, network architects, and service desk technicians.
- B. Support Requests**
1. Customer must provide the following information to open a trouble ticket with the SOC:
 - a. Contact name and telephone number of the person making the request.
 - b. Device name and location.
 - c. Site location address of Solution Asset to be serviced.
 - d. Description of the problem.
 2. Upon detection of an event causing an alarm or a ticket, Supplier will:
 - a. Create a ticket in Supplier's ticketing system;
 - b. Provide electronic and/or verbal notification to Customer's defined contact, as provided in the ORD;
 - c. Conduct diagnostic tests to investigate failure;
 - d. Depending on the event type, Supplier may refer the event to Customer's defined contact, which will either contact the maintenance provider or track the problem to resolution and update Supplier's ticket status;
 - e. Provide remote assistance and coordinate any remote activity with Customer's on-site technical resources, such as system administrators, network architects, and service desk technicians.
 - f. Once notified by Customer that the Solution Asset problem is repaired, test for visibility, monitor for stability, and verify with Customer that the Solution Asset is up and running before closing a ticket.
 3. The following steps outline the process for receiving tickets from Customer:
 - a. Customer creates one or more email addresses within the Customer environment associated with the Services, for actions such as requests, changes, incidents, and problems.
 - b. The final process is mutually agreed upon by Supplier and Customer in the ORD during the Solution deployment phase of the engagement.
 - c. Customer configures its ticketing system to allow email-to-ticket creation and updates.
 - d. Supplier creates corresponding addresses in its systems that map to the addresses created by Customer.
 - e. Supplier will open, update, and close tickets for which Supplier is responsible via email. Supplier will not be responsible for integrating with Customer's ticketing tool to the extent it cannot integrate as a result of limitations in Customer's or Supplier's respective systems.
 4. Supplier's standard integration to customer ticketing services is accomplished by email services and ticket field mapping. Any other integration required or requested by Customer, such as via API, is not within the scope of this SOW and must be scoped separately. Applicable Professional Services costs will be calculated and charged separately and will require a Change Order.

3.4 Reporting

- A. Standard Reporting** – Supplier will provide Customer with standard reporting that can be automatically generated, scheduled, and delivered by the Solution Asset.

- B. Custom Reporting – If Customer requires any reporting that is not described above, Supplier will provide that reporting on a time and materials basis at the applicable Professional Services rates specified in the Pricing Section 6.5 of this SOW.

4. SCOPE OF WORK – DESCRIPTION OF SERVICES

4.1 Solution Assets: Performance and Availability Monitoring of Solution Assets

Subject to Solution Asset capabilities, the access provided by Customer to Supplier, and the compatibility of the Solution Assets with Supplier’s tool sets, Supplier will monitor the performance and availability of the Solution Assets as follows:

- A. Provide 24 x 7 x 365 fault and availability monitoring of the Solution Assets.
 - 1. Loss of visibility.
 - 2. Failure to respond.
 - 3. Change in status.
- B. Monitor Solution Asset performance.
 - 1. Baseline, monitor, and trend critical error and performance monitoring metrics and generate alerts when predefined Supplier thresholds are exceeded.
- C. Troubleshoot alarm status.
 - 1. Attempt to connect to Solution Asset to determine whether device is online or offline.
 - 2. Connect to the Solution Asset if the device is online.
- D. Monitoring is limited to the information as it becomes available from, and is detected by, the Solution Assets.

4.2 Solution Assets: Management of Solution Assets

Subject to Solution Asset capabilities, the access provided by Customer to Supplier, and the compatibility of the Solution Assets with Supplier’s tool sets, Supplier will provide administration, maintenance, and Customer support for the management of the Solution Assets as follows:

- A. Identify and troubleshoot issues with Solution Assets and track resolutions.
- B. Ensure that all components of the Solution Assets are configured, running, and operating as needed for Supplier to provide the Services.
- C. Monitor and respond to alerts generated by the Solution Assets.
- D. Track and administer changes to the Solution Assets in accordance with the Customer change control process set forth in the ORD.
- E. Reload Solution Asset configurations, if needed or as they are requested by Customer.
- F. Perform moves, adds, changes, or deletes (MACDs) related to Solution Assets.
 - 1. Subject to due diligence of the validity of requested changes by the Customer and their potential impact to the Customer environment and service delivery, there are no limits on requests for MACDs.
- G. Handle platform upgrades as follows:
 - 1. If Customer wants to add features and functionality to a Solution Asset as enabled by a new version of a software platform, Customer will engage Supplier through the Change Management Procedure (set forth in Section 5.1) and Customer’s internal network architecture team to collectively review possible design impact, risk mitigation, and the overall installation plan.
 - 2. Supplier assumes no responsibility for, and makes no representations or warranties regarding, any vendor-provided patches, updates, hot fixes, or security content.

4.3 Solution Assets: General Security Operations

Subject to Solution Asset capabilities, the access provided by Customer to Supplier, and the compatibility of the Solution Assets with the Solution, Supplier will provide the following security services:

- A. Monitor security-related alerts generated by the Solution Assets 24 x 7 x 365.
- B. Triage, prioritize, and analyze security-related alerts triggered in the Solution by the Solution Assets.
- C. Notify Customer contact supplied to Supplier by Customer with event information and investigation details pertaining to detected alerts. Supplier and Customer will define the escalation contact during the pre-deployment phase of the engagement.
- D. Tune alerts, with Customer, from Solution Assets as part of the pre-deployment process.

4.4 Security Specific Scope

As part of the Solution, Supplier will provide the following:

- A. Implementation
 - 1. Review and scope architecture in support of the solution.
 - 2. Perform initial review and baseline of security policies.
 - 3. Create role-based permissions where applicable and supported.
 - 4. Create and validate installation packages.
 - 5. Supplier will work with Customer during the onboarding process to create a deployment schema that is mutually agreeable.
 - 6. During onboarding process customer response plan will be reviewed and amended as needed based on recommendations from DH security team. One 'table top' exercise to test and review incident response plan will occur upon completion of onboarding and as needed thereafter.
- B. Management
 - 1. Review and maintain security policies and provide recommendations to customer.
 - 2. Implement Customer requested MACD's using a mutually agreed upon change management process.
 - 3. Maintain device groups and policies assigned to groups for inheritance.
 - 4. Manage product update, patches, and hotfixes.
 - 5. Manage virus definition signature updates.
 - 6. Schedule recurring scans and run ad-hoc scans based on best practices or per Customer request.
 - 7. Execute tuning of policies upon review or per Customer request.
- C. Incident Response
 - 1. Investigate and analyze security alerts
 - 2. For security alerts that prove to be incidents, provides threat details and intelligence regarding the incidents
 - 3. Actively engage in Customer's incident response program to:
 - a. Investigate and analyze threat details.
 - b. Provide supporting data and evidence.
 - c. Correlate and prioritize alerts using knowledge of client's environment and threat profile, global threat landscape, and cyber threat intelligence
 - d. Provide recommendations to remediate issue.
 - i. Contacting Vendor for support.
 - ii. Requesting out of band DAT and security content updates.

- iii. Updating client security software
- iv. Running ad-hoc on-demand scans
- v. Configuring ongoing reports to monitor mitigation efforts

6. PROJECT GOVERNANCE

6.1 Change Management Procedure

Customer manages changes that have cost or schedule impact as contractual changes through a disciplined contracting process. Either party may submit a proposed Change Order with respect to this SOW in writing by using the form set forth in Appendix A to this SOW. The authorized representative 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 its receipt of the request, including whether the receiving party accepts or rejects the request and any changes to the terms and conditions of this SOW or the Agreement. Once agreed upon, both parties must execute a Change Order to implement the requested change. Listed below are the general steps in the Change Management Procedure:

- A. Customer contacts Supplier, or Supplier contacts Customer, in writing with a detailed description of the requested change;
- B. Supplier schedules a meeting with Customer to review the proposed change;
- C. Supplier and Customer discuss and agree upon the scope and terms of the proposed Change Order;
- D. Supplier responds with appropriate pricing (if applicable) and the impact of the requested change and provides a draft of the proposed Change Order to Customer;
- E. Customer reviews the pricing and proposed Change Order; and
- F. If the terms and conditions of the Change Order are acceptable to both parties, the parties will sign the Change Order, and the Change Order will become effective upon execution of the Change Order or following the release to Supplier of a purchase order.

6.2 Supplier Authorized Representatives

For any Customer requests for additional services or any changes to the scope of this SOW, please contact your Supplier sales professional:

Mike Colby, Sales
 858- 353-1210
mcolby@digitalhands.com

6.3 Service and Business Hours

Supplier's normal service hours ("Normal Service Hours") are Monday through Friday, 8:00 a.m. to 6:00 p.m., in Customer's time zone, excluding the following holidays unless otherwise expressly noted in this SOW:

Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November

Day after Thanksgiving
Christmas Eve
Christmas Day

4th Friday in November
December 24
December 25

Hourly rates for Services provided outside of Normal Service Hours are set forth below in Section 6.5. Supplier will invoice AT&T at this rate for any Services provided outside of Normal Service Hours that are requested in writing by AT&T.

Scheduled onboarding activities including setup and configuration may occur after hours during customer's normal maintenance window at no additional cost.

Supplier's business and billing administration hours are Monday through Friday, 8:00 a.m. to 6:00 p.m., Eastern Time, excluding the holidays listed above ("Normal Business Hours").

5.4 AT&T Responsibilities

Supplier's timely and effective performance of the Services depends on the timely and effective management and fulfillment by AT&T of its responsibilities under the SOW and the Agreement, at no charge to Supplier. Among other things, AT&T is responsible for fulfilling on a timely and effective basis the following roles and responsibilities:

- A. Perform all Customer contract negotiations.
- B. Execute all Customer billing.
- C. Deliver account management.
- D. Manage all meetings.
- E. Ensure that all changes to the scope described in this SOW pass through the agreed-Upon Change Management Procedure. The change will take effect when all parties have signed off on the Change Order.
- F. Isolate, diagnose, and resolve any AT&T transport and appliance faults.
- G. Ensure that Customer complies with all of its duties and responsibilities under this SOW in a timely and efficient manner.
- H. Render payments to Supplier in accordance with the Agreement.
- I. Ensure that all Customer contracts between AT&T and Customer allow Supplier to share all confidential information pertaining to Customer, including without limitation detailed information regarding Customer security and other incidents.

7. TERM; FEES AND CHARGES

7.1 Term of SOW

The term of this SOW (the "SOW Term") will begin on the SOW Effective Date and will continue until all monthly recurring service charges included in Section 6.5 have been invoiced monthly by supplier and paid by AT&T for [thirty-six] consecutive months, unless sooner terminated by the parties in accordance with the Agreement (the "Initial Term"). This SOW will automatically renew for additional one-year terms (each, a "Renewal Term") at the end of the initial term and each Renewal Term thereafter unless either party provides written notice of non-renewal at least sixty (60) days before the date of expiration of the then-current Initial Term or Renewal Term, as applicable. The Initial Term and all Renewal Terms are collectively referred to in this SOW as the "Term." If the Term is renewed for any Renewal Terms pursuant to this Section 6.1, the terms and conditions of this SOW shall be the same as the terms and conditions in effect immediately before the renewal, except as otherwise provided in this SOW or the Agreement.

7.2 Start Date

The engagement start date is the date on which Supplier receives the Purchase Order (as defined in Section 6.4).

7.3 Termination Charges

The termination provisions of the Agreement apply to the SOW. AT&T would pay to Supplier a termination charge if (a) AT&T terminates all or any part of the SOW before the expiration of the SOW Term for any reason other than an uncured material breach by Supplier of the SOW or the Agreement, or (b) Supplier terminates the SOW or the Agreement for an uncured material breach by AT&T or Customer of the SOW or the Agreement. For the Initial Term as defined in Section 6.1, the termination charge would be equal to (i) **\$68,200** if the effective date of the termination is on or before the 365th day after the SOW Effective Date, (ii) **\$39,600** if the effective date of the termination is after the 365th day after the SOW Effective Date and on or before the 730th day after the SOW Effective Date, and (iii) **\$15,400** if the effective date of the termination is after the 730th day after the SOW Effective Date. For any one year auto-Renewal Term, the termination charge would be equal to **\$15,400** if the effective date of termination occurs before the 365th day of any Renewal Term. AT&T would be obligated to pay that termination charge to Supplier in a lump sum in United States dollars within 60 days after the effective date of the termination.

7.4 Billing and Payment

- A. Upon its execution of this SOW, AT&T shall provide to Supplier a single purchase order equal to the total contract value of the SOW, (**\$163,400**) for the duration of the initial SOW Term. The total contract value of the SOW is calculated by multiplying the total Monthly Recurring Charge by the number of months in the contract term then adding the total One-Time Charges.
- B. Upon receipt of Purchase Order, Supplier will allocate and invest in resources to support the implementation and provide the monthly services contained within this SOW. AT&T and Customer participation and fulfilment of their responsibilities during Project Management (Section 3.1), Solution Engagement (Section 3.2) and Customer Responsibilities (Section 7) are essential for a timely activation of the Services.
- C. Supplier will invoice Non-Recurring Charges effective the date of the Kick-Off Meeting described in Section 3.1. Monthly Recurring Charges will commence on the earlier of: 1) the solution asset is operational and receiving the services contained within the scope of services in this SOW; 2) 90 days after the SOW effective date. By executing this SOW, AT&T and Customer agree to a 90-day implementation period. If (1) the date on which a Solution Asset becomes operational and begins receiving Service or (2) 90 days after the SOW effective date is any day other than the first day of the calendar month, Supplier will invoice a pro rata amount of the Monthly Recurring Charge for the first partial month in which that date occurs.
- D. Supplier thereafter will invoice AT&T in advance for Monthly Recurring Charges, as identified in Section 6.5 below, at the beginning of each calendar month.
- E. Supplier will invoice AT&T for any additional fees, when incurred, at the end of each calendar month to be included in the next month's invoice (e.g., Customer-requested time and material services, additions, and overages, if and as applicable).
- F. All invoiced amounts are due and payable to Supplier by AT&T no later than 90 calendar days after the date of the applicable invoice.

7.5 Service Charges

The Service Charges set forth in this Section 6.5 are valid for [36] months after the Kick-Off Date.

SERVICE DESCRIPTION – ONE-TIME FEES	ONE-TIME COST
MANAGED ENDPOINT SECURITY SERVICE (SEP14) Customer Onboarding, Solution Onboarding, Knowledge Transfer	\$ 5,000

SERVICE DESCRIPTION – MONTHLY RECURRING CHARGES	MONTHLY COST
MANAGED ENDPOINT SECURITY SERVICE (SEP14) 24/7 Monitoring, Management, Security Operations, Reporting, and Incident Response – 2,000 Endpoints	\$ 4,400

PROFESSIONAL SERVICES/TIME & MATERIALS (EXCLUDING TRAVEL OR LODGING)	NORMAL SERVICE HOURS (See Section 5.3)	AFTER NORMAL SERVICE HOURS & ON WEEKENDS	SUPPLIER HOLIDAYS (See Section 5.3)	PER DIEM (8 Hours, M-F, Non- Holiday)
Technical Services	\$150/Hour	\$225/Hour	\$300/Hour	\$1,200/Day
Security/Engineering Services	\$217/Hour	\$375/Hour	\$500/Hour	\$2,000/Day

All pricing excludes taxes, applicable shipping costs, and third-party fees and costs.

6.6 Additional Pricing Terms and Conditions

- A. Pricing is based on the currently defined scope of work and the assumptions included in this SOW. Any additions or changes to this SOW may necessitate changes in pricing. If the scope of work materially changes from the scope included in the SOW or Supplier is requested to perform out-of-scope Services, Supplier will develop a proposed rate on a case-by-case base via the Change Management Procedure with proposed hourly rates not to exceed the rates specified in Section 6.5 for professional services and time and materials.
- B. Monthly Recurring Charges do not include expenses for Supplier travel to Customer’s facilities. [Standard business expenses (e.g., transportation, food, lodging) incurred by Supplier in connection with delivery of the Services will be billed at cost as a separate line item on Customer’s AT&T’s invoice. Supplier personnel will incur travel expenses only after receiving written permission from an authorized AT&T representative.] Travel, living, and project-related miscellaneous expenses must conform to the AT&T Travel Policy, a copy of which can be made available to Supplier upon request. Supplier must invoice these expenses (and provide original receipts) as additional expenses and charge them to AT&T at cost and as incurred within sixty (60) days of their incurrence. All travel must be approved in writing by the AT&T Project Manager before being incurred. Any travel and living expenses not approved by the AT&T Project Manager will not be reimbursed.]

- C. During the onboarding process, any troubleshooting or remediation of configuration faults or errors caused by material deficiencies in the configuration of Solution Assets that existed before the initiation of the onboarding process during the deployment process on any of the devices is outside of the scope of the SOW. In that event, Supplier will work with Customer remotely to assist in determining the root cause for logging configurations or other deficiencies detected on any existing Solution Assets in scope for logging or management. Supplier will provide AT&T with estimates for the execution of remediation efforts, where possible, upon AT&T request. All estimates provided to AT&T will be on a time and materials basis and will apply hourly rates that do not exceed the applicable Professional Services rates noted in the Pricing section of the SOW. Any such troubleshooting work performed will be billed in addition to the Monthly Recurring Charges provided in the SOW. Supplier will provide phone assistance in diagnosing and remediating logging configuration settings on any Solution Assets in scope for logging.
- D. All policy violation investigations will be handled by Customer unless pre-approved authorization to provide this billable service has been granted to Supplier.
- E. All Solution Assets with an expired EOL (end of life) or EOS (end of support) date by the manufacturer or authorized third party will receive “commercial best effort” support consisting of log and route monitoring services only.

8. Customer Responsibilities

Supplier’s timely and effective performance of the Services depends on Customer’s timely and effective management and fulfillment of its responsibilities under this SOW and the Agreement, at no charge to Supplier. AT&T shall ensure that Customer complies with all the following responsibilities in a timely manner. Customer is responsible, among other things, for fulfilling on a timely basis all of the roles and responsibilities specified below.

- A. Customer’s Point of Contact Responsibilities - Before the start of the Services, Customer shall:
 - 1. Designate a Customer project manager to whom all communications with respect to the Services will be addressed and who will have the authority to act on Customer’s behalf in all matters regarding this SOW. Customer’s project manager will: (a) serve as the interface between Supplier’s project team and all of Customer’s vendors and internal departments participating in the Services; (b) help resolve Services issues and escalate issues within Customer’s organization, as necessary; (c) complete and return any checklists or questionnaires within five calendar days after Customer’s receipt of those items from Supplier; and (d) obtain and provide applicable data, consents, decisions, approvals, and information required by Supplier to perform the Services within five calendar days after Supplier’s request.
 - 2. Designate a primary technical point of contact within Customer’s organization to help the Supplier Engagement Manager coordinate access to required project materials and personnel.
 - 3. Supplier will notify only the Customer-designated points-of-contact defined in the ORD. If Supplier is unable to reach the Customer points-of-contact for any reason, a voice-mail followed by electronic mail will serve as default notification. Customer is responsible for ensuring Supplier has up-to-date information on all points-of-contact. Supplier is not responsible for unsuccessful notifications due to outdated point-of-contact information.
 - 4. Provide all Customer requests to Supplier through Supplier’s ticket system or SOC telephone line. Supplier is not responsible for responding to Customer requests that are submitted directly to Supplier personnel by email, texts, or telephone.

5. For purposes of Supplier notifications to Customer regarding the Services, Customer may not provide more than [4] different Customer contacts.
- B. Customer's Coordination Responsibilities – Throughout the SOW Term, Customer shall:
1. Coordinate the project kick-off meeting with Supplier's Engagement Manager and ensure that all required Customer attendees are present.
 2. Assist Supplier with identifying representatives from Customer's various internal and external stakeholders who have an interest in or are affected by the proposed Solution and Services.
 3. Facilitate and coordinate scheduling of Customer stakeholder representatives to participate in the exchange of information with Supplier's Engagement Manager and other members of Supplier's team, to provide applicable information as reasonably requested by Supplier, and to participate in meetings and conference calls.
 4. Ensure appropriate Customer personnel are reasonably available for meetings, conference calls, and to resolve questions or issues as they arise.
- C. Customer Information Responsibilities – Throughout the SOW Term, Customer shall:
1. Provide Supplier with reasonably requested information in a timely and complete manner, including without limitation in Customer's responses to Supplier's Information Gathering Questionnaire, and take full responsibility and liability for the accuracy and completeness of all information provided to Supplier by or on behalf of Customer. Supplier will not be liable for any delays in or problems associated with providing the Services if the completed Information Gathering Questionnaire or other information provided by or on behalf of Customer to Supplier contains incomplete or incorrect information or is modified after it is initially provided by or on behalf of Customer to Supplier.
 2. Provide documents and diagrams detailing existing project information. These documents and diagrams can include, but are not limited to: network diagrams, logical and physical controls of Customer's information technology system, information about specific configurations of Customer applications and websites, and operational information relevant to Supplier interaction with Customer in support of the Solution.
 3. Upon Supplier's request, review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, recommended technical architecture, or otherwise) and "subject matter expert" resources from applicable information technology departments or business units to assist in providing the Services and completing the deliverables called for in this SOW in a timely manner.
 4. Keep Supplier reasonably informed of any change or information that is likely to affect Supplier's performance of the Services or require a change in the scope of the engagement described in this SOW.
 5. Provide Supplier with login and password information to all equipment related to the Services provided under this SOW, including both basic access and modification access in accordance with the process agreed to in the ORD.
 6. Maintain verified and accurate network diagrams based on architected design changes and share them with Supplier as and when required and applicable to the Services.
 7. Provide Supplier with documentation for Customer's change control process.
 8. Provide Supplier with a local site contact name, telephone number, address, and email address for both a primary and backup local site contact to facilitate local scheduling issues, purchased equipment delivery confirmation, and other site-specific details. Customer will provide this information to Supplier's Engagement Manager for each site.

9. Create for Supplier a set of Supplier-managed accounts that are granted access to the Solution Assets within the scope of this SOW.
 1. Supplier-managed accounts will be role-based per the support service requirement.
 2. Managed accounts will be grouped into three groups (Read-Only, Read-Write, Full Administrator).

- D. Customer's Access Responsibilities – Throughout the SOW Term, Customer shall:
 1. Grant Supplier reasonable access, as and when needed, during Normal Service Hours upon request to data center and other Customer locations, so long as Supplier provides at least 72 hours' advance notice for data-center access and at least 48 hours' advance notice for all other locations. Except in the case of emergencies, Supplier will provide at least 72 hours' advance notice for data-center access and 48 hours' notice for all other locations, before being granted entry to perform installation or any other Services for purchased equipment.
 2. Provide office space for Supplier personnel, to include desks, chairs, and access to printers, copiers, and phone lines, while on-site at no charge.
 3. Gain reasonable access for Supplier to sites that are owned or controlled by third parties and necessary in connection with the provision of Services.

- E. Customer's Other Responsibilities – Throughout the SOW Term, Customer shall:
 1. Perform lab and other related testing to proposed network design changes before implementation on Solution Assets by Supplier.
 2. Provide any necessary maintenance windows and change approvals for the Solution Assets to Supplier before changes are made. Customer will provide at least 24 hours' prior notice to Supplier before making any changes to Solution Assets. The process will be mutually defined, agreed upon, and documented in the ORD.
 3. Supply technical resources to provide network architecture, which is required before submitting substantial changes. These Customer resources are also responsible for maintaining master network topology diagrams and providing Tier IV network support.
 4. Submit necessary change requests to telecommunications vendors.
 5. Conduct device problem resolution; work with the respective support vendors in the problem resolution phase.
 6. Before making any software, hardware, facilities, networks, or other resources available to Supplier, promptly obtain any licenses or approvals necessary for Supplier or its subcontractors to use, access, and modify those resources to the extent necessary for Supplier to perform the Services. Supplier will be relieved of its obligations to the extent Customer's failure to promptly obtain those licenses and approvals adversely affects Supplier's ability to perform its obligations.
 7. At Customer's own expense, take all reasonable physical and information system security measures necessary to protect all data, systems, equipment, and software located on Customer's premises or otherwise in Customer's control and used in connection with the Services, whether owned by Customer, Supplier, or any third parties. Supplier will not be liable for any loss resulting from any theft, destruction, corruption, or unauthorized use of, access to, or alteration of, facilities used in connection with the Services.
 8. Maintain sole responsibility for all security policies, including, but not limited to, firewall security policies, even if Customer uses a third party (or Supplier) to configure and implement those policies.
 9. Upon the expiration or termination of this SOW, (a) resume responsibility for Services provided by Supplier pursuant to this SOW and (b) within 10 Business Days, ensure that all

necessary access to the Solution Assets and other pertinent devices is provided so that Supplier may remove all agent software from the Customer environment.

10. Appropriately use all credentials for the Portal and promptly notify Supplier of any suspected compromise of Customer's Portal credentials.

8. LIMITATIONS AND ASSUMPTIONS

A. Limitations – Supplier's ability to provide the Services is limited by, among other things, the following:

1. All pricing, scope, and solutions described in this SOW are (a) subject to the ability of the Customer devices, systems, appliances, and data sources to support the toolsets required for Supplier to provide the Services, (b) based on the best available information at the time of scoping, (c) depend on the information provided, and (d) subject to due diligence. Final architecture and pricing will be based on a complete asset manifest provided by Customer and validated by Supplier.
2. Supplier does not own or control the uptime of any third-party hosted infrastructure nor can it extend any promises, guarantees, or assurances with respect to that third-party hosted infrastructure.
3. Any troubleshooting or remediation of configuration faults or errors caused during the deployment process on any of the Customer's devices, systems, appliances, and data sources is outside of the scope of this SOW.
4. Supplier does not provide legal services or represent or warrant that the Services will ensure your compliance with any particular law, including without limitation any laws relating to safety, security, or privacy.

B. Assumptions – The terms and conditions of this SOW and Supplier's responsibilities under this SOW are based on the following assumptions. If any of those assumptions is inaccurate or incomplete, Supplier will be excused from performing any obligations affected by the inaccurate or incomplete assumption, to the extent its ability to perform the applicable Services is adversely affected.

1. Customer is responsible for all aspects of the Customer infrastructure not managed by Supplier, including without limitation layer one through layer three connectivity and Active Directory, LDAP, Radius, T1, ISDN, and PRI circuits.
2. Customer will ensure that all resources to be provided by Customer are timely scheduled and available.
3. Customer will timely provide all data, consents, decisions, approvals, notices, responses, and information required by Supplier in a timely and efficient manner.
4. Customer will handle all policy violation investigations, unless authorization to provide this billable service has been granted in writing to Supplier.
5. Customer will handle all network analysis, if any.
6. Customer will handle all network performance reporting.
7. AT&T will adhere to all contractual terms and conditions of this SOW and the terms and conditions of the Agreement.
8. Supplier will have access to Customer or third-party provided management consoles for Solution Assets where applicable.
9. All automated or manual workflow processes, operating procedures, process guides, and diagrams will be mutually agreed upon, created, reviewed, and documented in the ORD

before the onboarding process can be considered complete and before the Services can be moved to a production-ready state.

10. All communication between Supplier and Customer will be electronic (web based, e-mail, forms, etc.) or telephonic (voice).
11. Supplier will begin onboarding and other services only after all the Solution Assets have been deployed, integrated, and configured in accordance with Customer's requirements and the applicable manufacturer's specifications.

9. **ADDITIONAL DEFINED TERMS**

The following capitalized terms used in this SOW have the meanings ascribed to them:

- A. "**Business Day**" means a day other than a Saturday, Sunday, or holiday on which banks are closed for general business in New York, New York.
- B. "**Change Management Procedure**" means the process set forth in Section 5.1 of this SOW.

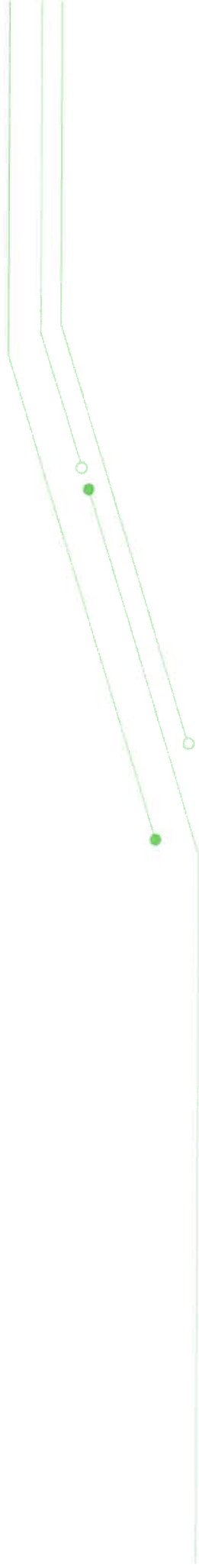
APPENDIX A: SAMPLE CHANGE ORDER FORM

Type of Change:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
Supplier Additional Resources Required:	

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).

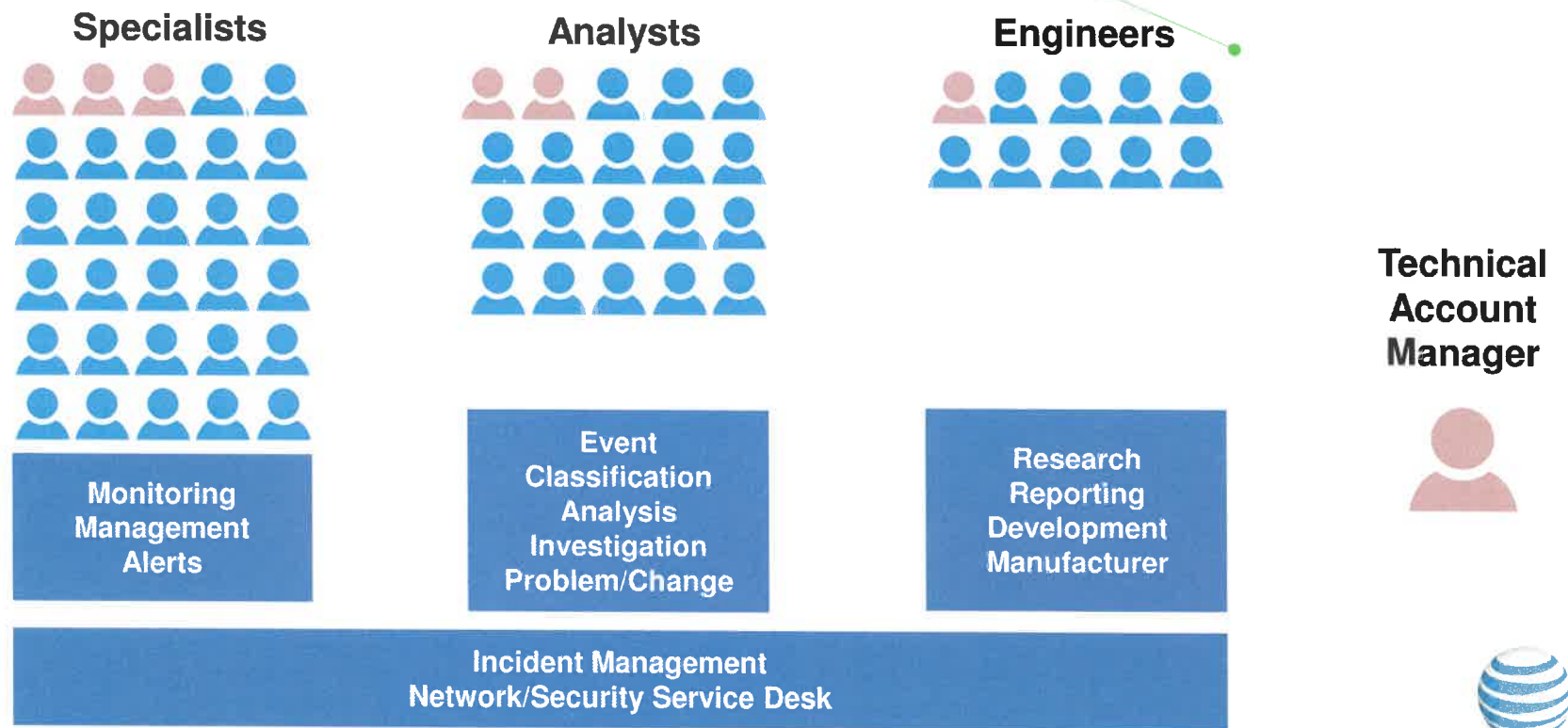


OPERATIONAL STRUCTURE, RUNBOOK EXAMPLES & WORKFLOW



CUSTOMER-DESIGNATED SUPPORT/TECHNICAL LEADS

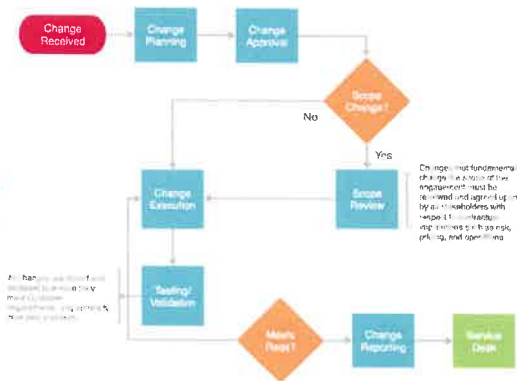
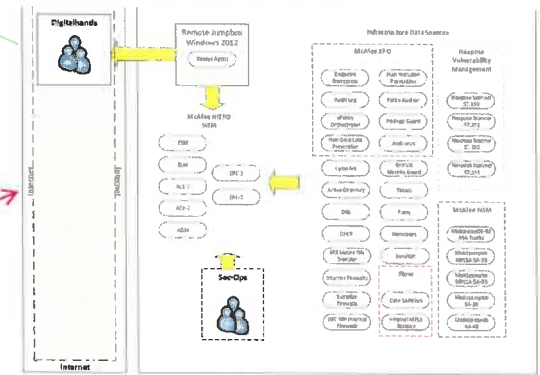
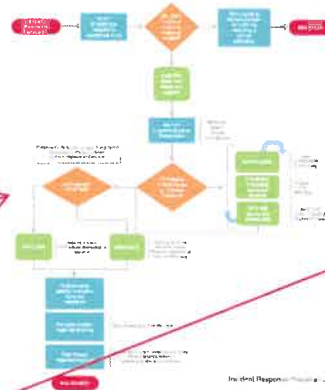
Designated resources are responsible for acting as points of contact and leadership for Customer business and technical issues



OPERATIONAL RUNBOOK EXAMPLES

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OPERATIONAL RUNBOOK EXAMPLES (ESCALATION PATH EXAMPLES, TICKETING SYSTEM EXAMPLES AND PROCESS FLOW)

- SAMPLE – REDACTED ORD



Redacted ORD



OPERATIONAL READINESS DOCUMENT

State of West Virginia

Customer Logo Here



DEVELOPED BY: Digital Hands Technical Account Management

Published Date: 7/20/2016

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Last Revised Date: 1/18/2019

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DOCUMENT PURPOSE

This Operational Readiness Document (ORD) describes the scope of services, supported devices and user populations, and the processes and procedures to be followed in providing Managed Security Operations support to. It is intended to facilitate communication, process management and continuous improvement among all stakeholders and support providers. The ORD will be reviewed and updated on a regular basis to ensure accuracy.

Date	Change or Review Description	Reviewer/ Change Owner	Latest Version Number

SCOPE OF SERVICES

Digital Hands provides the following managed services in support of <Customer Name>.

The Digital Hands Security Operations Center (SOC) will provide CyGuard™ Service, a 24x7x365 continuous monitoring and security analytics service, as well as managed network security and managed infrastructure services for the Solutions indicated in the Solution Asset List including:

- Monitoring & Management
- Security Analytics
- Infrastructure Management
- Security Operations
- Symantec Endpoint Protection (SEP) – Platform & Endpoint Management
- CyGuard Horizon

SOLUTION ASSET LIST

SOLUTION	QUANTITY
CyGuard™ - Continuous Monitoring, Security Analytics & Correlation, Threat Intelligence	X
Network Security Monitoring and Management	X
Infrastructure Monitoring & Management	X
Infrastructure Monitoring	X
Total	X

CUSTOMER OVERVIEW

Customer Logo Here	
Industry	
Brief Overview/Description of Customer's Business/ Product(s) or Service Lines	
Website Link	
Headquarters Location	
Other Locations	
Year Founded	
Number of Employees	
Leadership	
Revenues if Public	

KEY BUSINESS CYCLE INFORMATION

KEY BUSINESS CYCLES, BLACK-OUT PERIODS, OR STANDARD MAINTENANCE WINDOWS	
Fiscal Year End	
Document any weekly, monthly, annual or specific timeframes that represent critical business cycles (e.g. EOM processing, industry-specific busy season, etc.)	
Specific timeframes during which NO system changes can be made	
Defined change/maintenance windows within which Digital Hands needs to coordinate changes	

ANTICIPATED DEMOGRAPHIC OR BUSINESS CHANGES

Please document any significant changes planned or under consideration.

Growth Projections/ Changes to	12 Months	24 Months	36 Months
User population			
Number of locations and/or new geographies			
Technology			
Business Model			
Product Scope			
Other			

CONTACTS

<Customer Name> KEY ACCOUNT CONTACTS					
Business Hours Standard Support (7:00am – 6:00pm HST, Monday – Friday)					
Role	Name	Contact Title	Email Address	Work	Mobile
Executive Sponsor					
Primary					
Secondary					
Information Security Office					

<Customer Name> TECHNICAL CONTACT INFORMATION					
Customer Security Operations (IR/SOC team)					
Business Hours Standard Support (8:00am – 6:00pm PST, Monday – Friday)					
Escalation Level	Contact Name	Contact Title	Email Address	Work	Mobile
Primary					
Secondary					
Tertiary					
Enterprise Computing and Ops/Network/End User Computing/Additional Site/Area					
Business Hours Standard Support (8:00am – 6:00pm PST, Monday – Friday)					
Escalation Level					
Primary					
Secondary					
Tertiary					

After Hours Critical Support (After 6:00PM, Weekends and Holidays)					
Primary					
Secondary					
Tertiary					

DIGITAL HANDS KEY ACCOUNT CONTACTS				
		Contact Title	Email Address	Work
Standard Support (8:00am – 6:00pm ET, Monday – Friday)				
Primary	Jamie Brown	Technical Account Manager	jbrown@digitalhands.com	813.222.3029
Secondary	Lesly White	Director of Technical Account Management	lwhite@digitalhands.com	813.222.3027

DIGITAL HANDS SUPPORT CONTACT INFORMATION				
		Contact Title	Email Address	Work
Standard Support (8:00am – 6:00pm ET, Monday – Friday)				
Initial	Incident Support	SOC Support Team	<a href="mailto:<Customer Name>-support@digitalhands.com"><Customer Name>-support@digitalhands.com	877.581.0026
Initial	Requests	SOC Support Team	<a href="mailto:<Customer Name>-request@digitalhands.com"><Customer Name>-request@digitalhands.com	877.581.0026
Primary	Jamie Brown	Technical Account Manager	jbrown@digitalhands.com	813.222.3029
Secondary	Lesly White	Director, of Technical Account Management	lwhite@digitalhands.com	813.222.3027
After Hours Critical Support (24/7/365)				
Primary	Incident Support	SOC Support Team		877.581.0026
DIGITAL HANDS ON-BOARDING CONTACTS				
Primary	Technical Account Management	Technical Account Management	technical-account-management@digitalhands.com	877.581.0026
Secondary	Jamie Brown	Technical Account Manager	jbrown@digitalhands.com	813.222.3029
Tertiary	Lesly White	Director of Technical Account Management	lwhite@digitalhands.com	813.222.3027

CONTACTING DIGITAL HANDS

New tickets will be categorized by Digital Hands as Incident Support or as Request Management.

INCIDENT SUPPORT

Incident Support references security operations or issues with a managed device. It is used when a security issue or incident requires support or when an infrastructure issue is affecting availability of critical business functions.

REQUEST MANAGEMENT

Requests are for questions, MACD requests, notification of scheduled maintenance. Requests should include as much relevant information as possible.

SOC PHONE NUMBER

The designated <Customer Name> contacts may call the Digital Hands SOC at **(877) 581-0026** for Incident Support or Requests. The Digital Hands SOC operates 24x7x365.

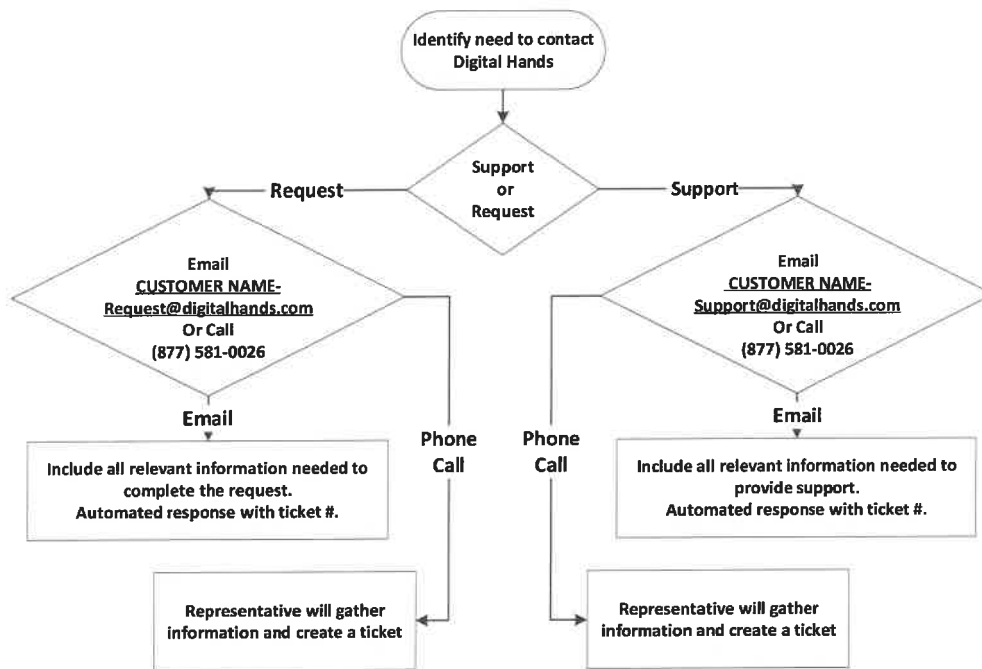
SUPPORT & REQUEST EMAILS

The designated ProService Hawaii contacts should use the appropriate support or request email address shown below and in the CONTACTS section of this ORD.

<customer name>-support@digitalhands.com (for support tickets)

<customer name>-request@digitalhands.com (for request tickets)

NOTE: EMAILS REGARDING CRITICAL ISSUES SHOULD ALSO BE FOLLOWED BY A PHONE CALL TO THE SOC.



ESCALATION MATRICES

SECURITY ALERT - BUSINESS HOURS Notification Procedures		
Business Hours: 7:30 am – 4:30 pm Monday – Friday		Time Zone:
Priority Level	Notification Method	Notification Detail
1 – Critical Primary	Call phone & email	
2 – High Primary	Email	
3 – Medium	Email	
4 – Low	Email	
SECURITY ALERT - AFTER HOURS Notification Procedures		
After Hours: 4:31 pm – 7:29am Monday – Friday , 24 x7 on Weekends & Holidays		Time Zone:
Priority Level	Notification Method	Notification Detail
1 – Critical Primary	Call phone & email	
2 – High Primary	Email	
3 – Medium	Email	
4 – Low	Email	

INFRASTRUCTURE ALERT - BUSINESS HOURS Notification Procedures		
Business Hours: 07:30am – 4:30 pm Monday – Friday		Time Zone:
Priority Level	Notification Method	Notification Detail
1 – Critical Primary	Call phone & email	
2 – High Primary	Call phone & email	
3 – Medium	Email	
4 – Low	Email	
INFRASTRUCTURE ALERT - AFTER HOURS Notification Procedures		
After Hours: 04:31pm – 7:29 am Monday – Friday , 24 x7 on Weekends & Holidays		Time Zone:
Priority Level	Notification Method	Notification Detail
1 – Critical Primary	Call phone & email	
2 – High Primary	Call phone & email	
3 – Medium	Email	
4 – Low	Email	

SECURITY OPERATIONS - ALERT AND INCIDENT MANAGEMENT

Digital Hands is responsible for the following activities as they relate to security alerts and incidents:

1. Handling tickets escalated from Service Desk and/or Security Team which have been identified as security solution-related issues
2. Aid in the gathering and reviewing of evidence and events from the system to assist <CUSTOMER NAME>'s internal Security Team with a breach investigation.
3. Review recorded events and evidence with appropriate CUSTOMER's resources to determine when rules are too restrictive, causing unnecessary work delays, and when they are too lax, allowing data leaks.
4. Monitor and address alerts generated by systems.
5. Provide information about suspicious or unauthorized activities and act in accordance with enterprise privacy policy, and Customer's direction.

SOC SUPPORT PROCESS

Digital Hands Security Operations Center (SOC) provides 7x24x365 Incident Management and Tier 1-3 Technical Support for the devices and applications in the Managed Asset List in accordance with the following procedures:

1. An alert is received notifying of a security event or an issue with a managed device or service.
2. An Incident is automatically created in the Incident Management System.
3. A SOC Technical Support resource will respond to the alert, triage and troubleshoot based on alert type, defined thresholds, and severity/priority criteria.
4. All incidents received will be assigned a priority level, which is based on the potential impact to the organization, which will dictate the appropriate response from the Digital Hands resource.
5. For alerts requiring action the SOC team will provide Tier 1-3 support which may include notifying and coordinating with Customer and/or Vendors as required, while retaining responsibility for tracking the issue through to resolution.
6. Notifications and escalations will be managed as defined in the Support Escalation Contact Matrix.

If an alert is detected on a monitored device the following procedures are followed:

1. An alert is detected by the Digital Hands agent indicating a system or performance error on the managed device.
2. The alert is prioritized by the Digital Hands Management System using pre-determined criteria (e.g. Critical, High, Medium, Low)
3. An Incident may be created in the Digital Hands Incident Management System based upon the criteria and severity of the alert (e.g. a device offline = critical would create an Incident whereas a non-critical performance threshold being exceeded may not create an Incident)

4. The alert is examined by a Digital Hands Technical Support Resource who will determine the appropriate action. The actions may include the following:
 - Troubleshooting steps to resolve the issue
 - Contacting designated **Customer** technical contacts in accordance with the information and procedures defined in the Contacts and Escalation Matrices
 - Contacting third party(s) with specific error-related information regarding the services they are providing
 - Documenting the Incident for further monitoring and trending information

DIGITAL HANDS NOTIFICATION TO CUSTOMER

1. If Digital Hands receives an alert on a managed device or service, which requires further action (i.e. the alert is not just informational or intermittent), Digital Hands will send an email from its Incident Management system to the email address [designated in the notification matrix](#).
2. The email will contain the following information:
 - The Action required, if applicable, and the Digital Hands Ticket Number in the subject line
 - Categorization of the issue
 - Description of the issue/alert
 - Priority of the issue
3. If the issue is being worked by Digital Hands, when it is resolved Digital Hands will close the ticket in its Incident Management system which will send an email to the customer at the email address [designated in the notification matrix](#) containing the following information:
4. **Closed –Resolved** and the Digital Hands Ticket number in the subject line
5. Description of the resolution

SOC SERVICE DESK PROCESS

In addition to Digital Hands proactive monitoring and notification to Customer of issues, as defined in the procedures above, Digital Hands provides Customer's designated technical contacts access to Security and Network Support 24/7/365 via email and toll free phone.

The SOC Service Desk is intended to support:

1. Technical resources within **Customer's** environment, such as Security Administrators, Systems Administrators, Network Architects, Service Desk or other designated stakeholders
2. Other Third Party suppliers designated as part of the support Contacts and Escalation Matrices

REPORTING INCIDENTS BY EMAIL

Customer's designated contacts may email Digital Hands technical support for assistance with device or service incidents according to the following procedure:

1. To report a **SECURITY INCIDENT or ISSUE**, the customer's designated contacts will generate an email from the customer's designated email address, and send it to the email address [designated in the notification matrix](#).
2. The Subject line will include the word **Critical** as appropriate for P1 or P2 events
 - The body of the email will include the following required information: Contact Name
 - Email Address
 - Contact Telephone Number
 - Severity Assessment
 - Description of the issue
 - Troubleshooting steps already performed if applicable
 - A ticket will automatically be created in Digital Hands incident management system and routed to Digital Hands support team
3. An email confirmation that the request was received will be sent to the requesting email address
4. Based on the incident type and severity the issue will be worked according to established service levels

NOTE: If the issue is a Critical or High priority a call should additionally or alternatively be made to Digital Hands Support in order coordinate troubleshooting activities

5. If the incident can be resolved by Digital Hands a closure notification will be sent to the address: [designated in the notification matrix](#).
6. If the issue or request requires action from Customer and/or third party resources Digital Hands will follow up according to defined escalation procedures and/or additional information provided in the email

REPORTING OR FOLLOWING UP ON INCIDENTS BY PHONE

All incoming support calls will be handled 24/7/365 via the toll free 1-877-581-0026 number according to the following procedure:

1. Customer's designated contacts calls the Digital Hands toll free number and selects Option 3 for Security Support
2. A Digital Hands technical resource will answer the phone, open or update an existing incident in the Incident Management System, document the problem or service request and perform required activities to attempt a resolution as quickly as possible
3. If the issue is resolved on the call the Digital Hands technical resource will confirm with the Customer that it has been handled to their satisfaction and will close the Incident, updating the Incident notes with the actions taken

4. In the event a resolution on the first call is not possible, the support incident will be routed and/or escalated to the appropriate Digital Hands technical team, Customer internal resource, or other Third Party, based on the nature of the issue and as defined in the Support Contact Escalation Matrix
5. The technical resource will communicate the Incident number and explain the next steps to the Customer

SECURITY OPERATIONS – REQUEST MANAGEMENT

Requests, such as policy changes, exceptions, etc. may be submitted to Digital Hands from the CUSTOMER Security Team via email or the Self-Service Portal.

SUBMITTING REQUESTS BY EMAIL

CUSTOMER designated resources may email Requests to Digital Hands support according to the following procedure:

1. Send an email from to [to <Customer Name>-Requests@digitalhands.com](mailto:<Customer Name>-Requests@digitalhands.com)
2. The Subject line will include the CUSTOMER Ticket Number if applicable, the type of Request, and the word **Critical** if this is an emergency change request
3. The body of the email will include the following required information:
 - Contact Name
 - Email Address
 - Contact Telephone Number
 - Detailed description of the request
4. A ticket will automatically be created in Digital Hands incident management system and routed to Digital Hands Support team
5. An email confirmation that the request was received will be sent to the requesting email address
6. Based on the request type and severity the issue will be worked according to established service levels and/or approved change windows
 - a. If the request is Critical, requiring immediate action, the designated CUSTOMER contact will also call Digital Hands Support at 1-877-581-0026, option 3 to alert them of the request and required timeframe
7. When the request is completed by Digital Hands an email will be sent with the CUSTOMER Ticket Number in the Subject Line along with the wording **Closed – Resolved**.

SUBMITTING REQUESTS OR CHECKING TICKET STATUS THROUGH THE PORTAL

Designated CUSTOMER contacts will alternatively have the ability to submit Requests or check the status of a ticket via the Digital Hands Portal, in accordance with the following procedure:

1. Access the Portal from the URL portal.digitalhands.com
2. Enter user name <Customer Name>@digitalhands.com and your password
3. Click on **Submit a Ticket**
4. Provide a brief description of the Request
5. From the Dropdown **Category** box select **Request**
6. Click on **Choose a File**, select and attach a completed CUSTOMER Request Form
7. Click **Add** to attach the file
8. Click **Submit**. A ticket will be created.

9. Based on the request type and severity the issue will be worked according to established service levels and/or approved change windows
 - a. **If the request is Critical, requiring immediate action, the designated CUSTOMER contact will also call Digital Hands Support at 1-877-581-0026, option 3 to alert them of the request and required timeframe**
10. When the request is completed by Digital Hands an email will be sent to requestor informing that the request has been completed.
11. In the interim the status of the request can be tracked via the Portal by clicking **View Tickets and Requests**.

SERVICE LEVEL MEASUREMENTS

Service Area	Service Level Name	Definition	Type	Service Level Description
Incident Management	Response Time - Critical Incidents Priority 1	An urgent situation in which the [product/service/network/appliance] is inoperable or fails catastrophically, causing a critical impact on Customer's operations and for which there is no workaround. Digital Hand's NOC shall continue to work on the problem while it remains unresolved and no workaround has been provided. Digital Hands and Customer are willing to commit full-time resources around the clock to resolve the situation.	SLA	Response to critical incidents within 15 minutes
Incident Management	Response Time - High Priority Incidents Priority 2	A serious situation in which the [product/service/network/appliance] is not fully operational, causing a major impact on a portion of the Customer's business operations (e.g. severe performance degradation or loss of some functionality)	SLA	Response to high priority incidents within 1 hour
Incident Management	Response Time - Medium Priority Incidents Priority 3	A non-critical situation in which the [product/service/network/appliance] produces incorrect results, or a feature is inoperative, causing a minor impact on Customer's business operations (e.g. some performance degradation or functionality is impaired but most business operations continue)	SLA	Response to medium priority incidents within 4 hours
Incident Management	Response Time - Low Priority Incidents Priority 4	A non-critical situation having little or no impact to Customer's business operations	SLA	Response to low priority incidents within 8 hours
Incident Management	Resolution Time - Critical Incidents	Ability to resolve is dependent on any required Customer internal resources, third party service providers and/or hardware vendors	SLO	Resolution of critical incidents within 4 hours
Incident Management	Resolution Time - High Priority Incidents	Ability to resolve is dependent on any required Customer internal resources, third party service providers and/or hardware vendors	SLO	Resolution of high priority incidents within 8 hours
Incident Management	Resolution Time - Medium Priority Incidents	Ability to resolve is dependent on any required Customer internal resources, third party service providers and/or hardware vendors	SLO	Resolution of medium priority incidents within 16 hours
Incident Management	Resolution Time - Low Priority Incidents	Ability to resolve is dependent on any required Customer internal resources, third party service providers and/or hardware vendors	SLO	Resolution of low priority incidents within 3 business days

Service Area	Service Level Name	Definition	Type	Service Level Description
Managed Security	Change Requests - Emergency	Critical change required to address a service impacting problem or event	SLA	Completion within 60 minutes per device or per console in case of a group of assets managed under a single console, following approval
Managed Security	Change Requests - High Priority	Important change due to pressing business need that cannot wait for normal change cycle	SLA	Completion of high priority incident prevention change request within 24 hours following approval
Managed Security	Change Requests - Standard	Standard requests or MACDs that can be scheduled to conform to normal change cycle	SLA	Completion of standard incident prevention change request within 3 business days following approval

Security Severity Standards

Severity	Description	Response
1	<p>Existing or Imminent Threat</p> <p>Major damage to <CUSTOMER NAME> reputation, major loss of availability or compromise of operationally critical resources, and leakage of sensitive or PII related information</p>	Contact On-Call 24-7
2	<p>Activity that requires priority investigation</p> <p>Minor damage to <CUSTOMER NAME> reputation, loss of availability or compromise to important but operationally non-critical resources such as systems administrator's workstations and file servers, and leakage of non PII data from <CUSTOMER NAME> servers</p>	Email 24x7
3	<p>Suspicious activity that warrants investigation</p> <p>No damage to <CUSTOMER NAME> reputation, loss of availability or compromise to non-critical resources such as user workstations, and leakage of non-PII user work station data</p>	Email 24x7
4	<p>Activity tracked for trend analysis</p>	Report or Dashboard

OPERATIONAL EFFECTIVENESS

REPORTS

The following reports will be produced:

- Weekly open and closed Incident/Request and Problem tickets
- Monthly Appliance Health Reports
- Monthly Account Status Presentation, including summary of key activities/issues for the month, appliance health report analysis of any anomalies, security/compliance reports

MEETINGS

- Monthly operational review meetings will be held
- Meetings will be conducted via phone
- The participants will include:
 - <Customer Name>
 - Digital Hands – Technical and Customer Care team representatives

The scope and objectives of these meetings include:

- Discuss activities and events that occur during the period
- Provide status updates on prior action items
- Review Incidents, highlight any trends and present recommendations to improve security posture and effectiveness
- Raise any service delivery questions or issues
- Discuss potential or upcoming changes to technology and/or business environment or strategic direction

COMMUNICATIONS

Open, on-going communications are critical to a successful partnership. Digital Hands is committed to keeping CUSTOMER proactively informed of trends, changes, recommendations and information as it pertains to the managed services being provided as well as to industry trends and/or future product directions relevant to the equipment and services under coverage. In turn, CUSTOMER is requested to similarly keep Digital Hands informed of changes to its environment, including:

- System changes or upgrades being considered or planned
- New sites being added and/or material changes in the size or scope of the organization
- Changes in other third-party service providers
- Changes in internal procedures, policies or standards

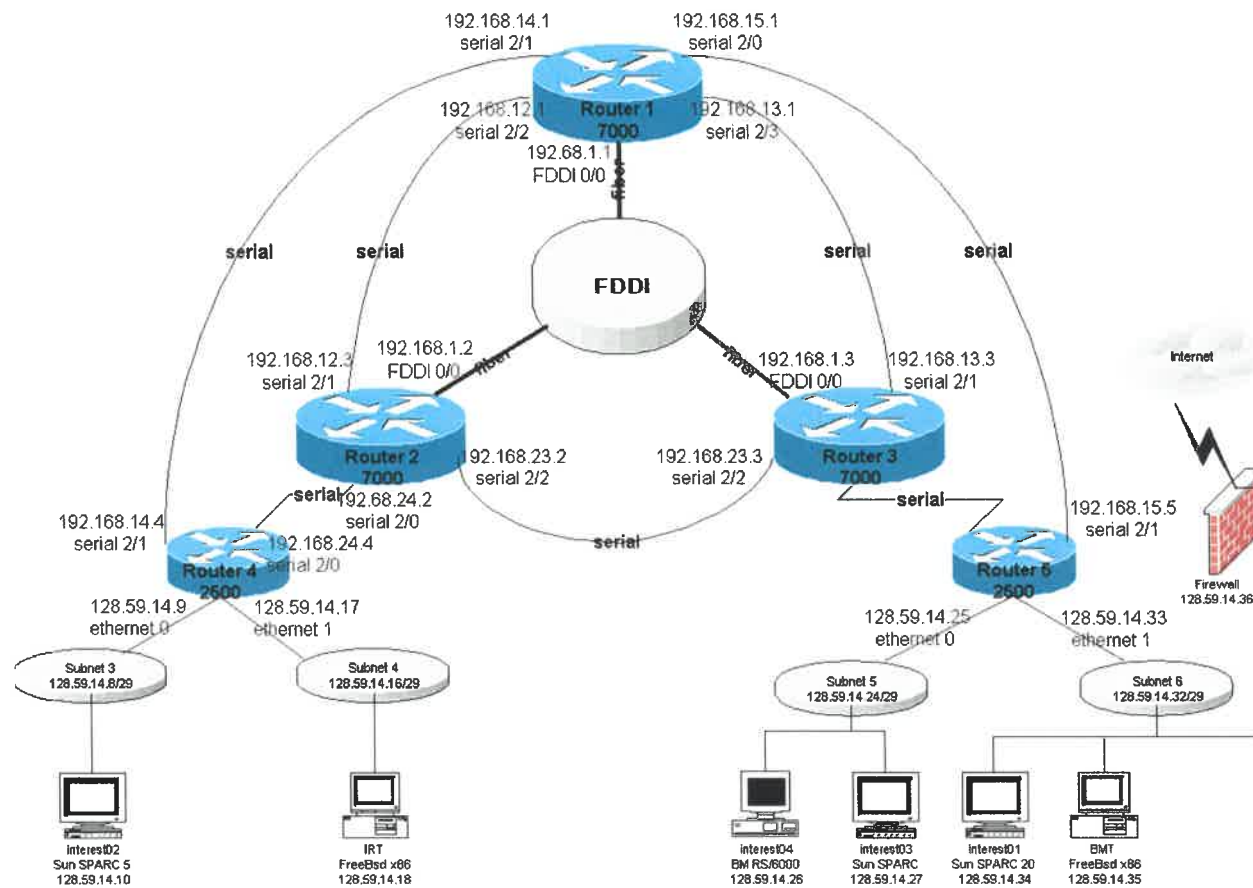
CUSTOMER CARE

Digital Hands Customer Care team is dedicated to assuring that the highest quality of service delivery and support is provided, by serving as a focal point of contact for handling any requests, questions, changes or account management issues experienced. Specifically, Customer Care provides:

- On-going account management
- Report delivery
- Operational Review Meetings
- Escalations of problems with service delivery or quality of support
- Initial point of contact for new or expanded scope of services requests
- Maintenance of the Operational Readiness Document, technical procedures guides and related support documentation
- Customer satisfaction feedback review and follow up
- Proactive communications regarding activities or changes that impact Customer

Customer Care may be contacted via phone at 813-229-8324, Option 3, or via email at customercare@digitalhands.com.

NETWORK DIAGRAM



Source: http://cnrc.columbia.edu/INTEREST/interest_10_4_01.jpg

OUT OF SCOPE DEVICES, APPLICATIONS, AND SERVICE REQUESTS

The following devices, applications and/or service requests are out of scope of support by Digital Hands. Any requests for support should be escalated as outlined below.

DEVICE/APPLICATION/ SERVICE	RESPONSIBLE PARTY	POINT OF CONTACT	CONTACT PHONE/EMAIL

CUSTOMER POLICIES

The following customer documented policies regarding the use and safeguarding of technology and proprietary internal and/or customer information have been provided:

E.g.,

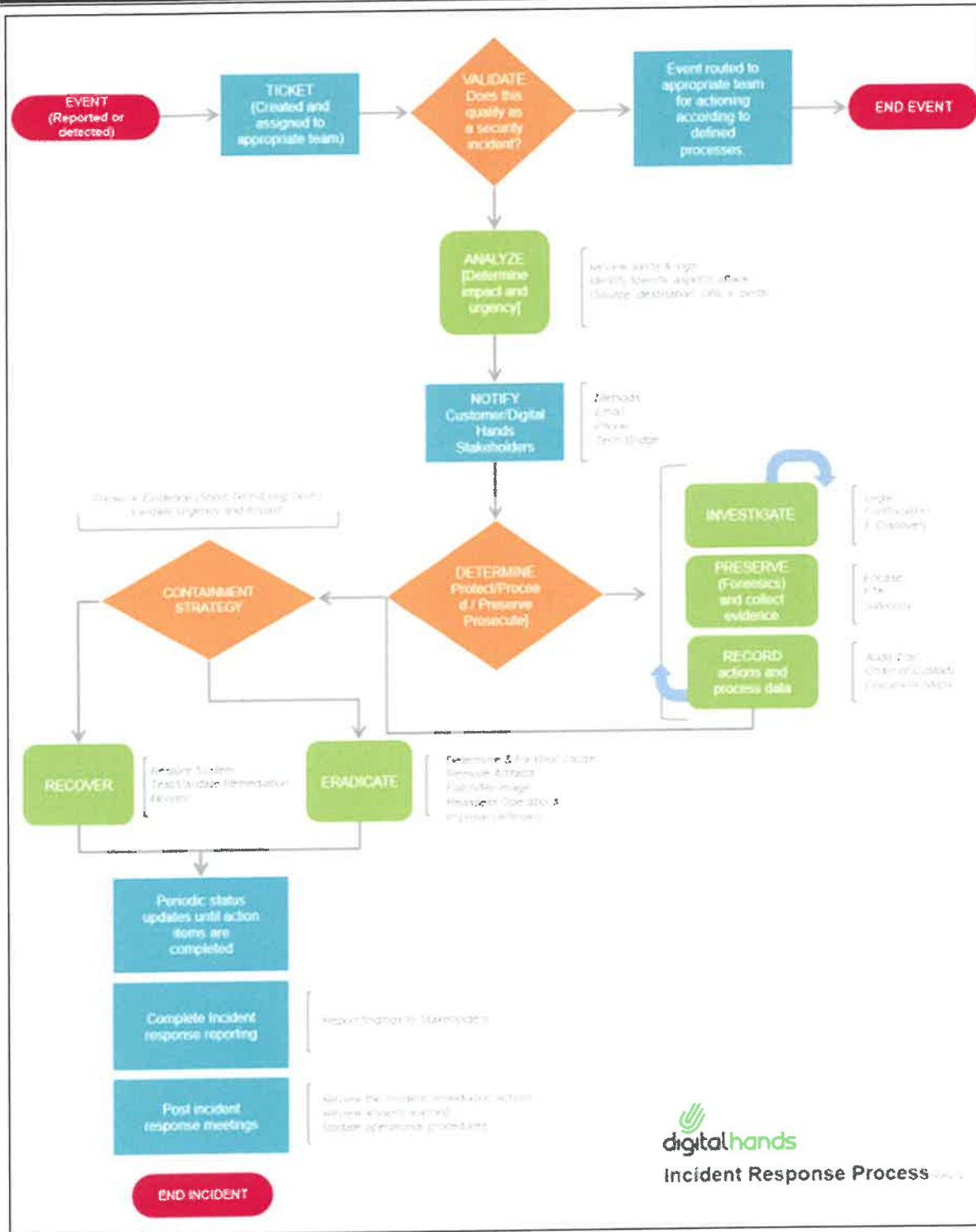
- Acceptable Workstation Usage/Computer Resources Policy
- Internet Usage Policy
- Email Policy and Etiquette
- Change Management Policies

PROVISIONING PROCESS

Initial provisioning or de-provisioning requests:

Existing Account Maintenance & Password Resets:

INCIDENT RESPONSE FLOWCHART





Request to Add / Change / Delete Form For Security

Request Date _____

Requester Name (Last, First) _____

Title _____ Department _____

Phone _____ Email Address _____

Add

Change

Delete

Hostname	IP Address	Device Type

All Requests Must Be Submitted To: <Customer Name>-request@digitalhands.com

<Customer Name> Authorized Approver

Date