



AT&T Response to State of West Virginia's RFP # CRFP ISC2000000001 for Cyber Security Program





816 Lee ST, Floor 1
Charleston WV 25301, USA

Office: 304-690-0140
elizabeth.frazier.1@att.com
www.att.com

August 29, 2019

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

Dear Ms. Chambers:

As the State of West Virginia continues to grow, it's faced with numerous challenges. Your enterprise relies on a cybersecurity ecosystem to combat day-to-day threats and vulnerabilities but coordinating these services can be a daunting task.

AT&T understands your priorities and the initiatives that are driving change within the State. After carefully reviewing your requirements, we designed a solution to deliver a comprehensive security review and assessment of your security environment. Our proposed solution offers you

- Assess security risks and understand potential breach points
- Benchmark enterprise security posture
- Increase visibility security risks and provide actionable recommendations for enterprise security

AT&T provides a unique and world-class portfolio of assessment, compliance and related security services. Our experience, expertise, and commitment to open standards have established us as a strategic and trusted advisor. By leveraging AT&T, you can expect best-in-breed solutions, a global network of proven technology, and a cost-effective program-based approach to address your information protection and compliance needs.

We look forward to working with the State of West Virginia on this important initiative. I'll follow up with you soon to discuss our proposed solution.

Sincerely,

A handwritten signature in black ink that reads "Elizabeth Spradlin".

Elizabeth Spradlin
Client Solutions Executive

RECEIVED

2019 AUG 29 PM 12:45

WV PURCHASING
DIVISION



Technical Proposal

AT&T Response to State of West Virginia's RFP # CRFP ISC2000000001 for Cyber Security Program

August 29, 2019

Elizabeth Spradlin
AT&T
Client Solutions Executive
816 LEE ST, Floor 1
Charleston WV 25301, USA
Office: 304-690-0140
elizabeth.frazier.1@att.com



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in this proposal is valid for a period of ninety (90) days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T Corp.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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Notwithstanding anything contained in the RFP to the contrary, AT&T Corp., on behalf of itself and its service-providing affiliates (“AT&T”), submits this RFP response (“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** (“State” or “Customer”) and AT&T (collectively, the “Proposed Contract Documents”), copies of which are attached to this Response. 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 in the RFP. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

While submission of this proposal does not obligate either party to enter a contract of any kind, upon being selected as your vendor under the RFP, AT&T will work cooperatively to negotiate provisions required for compliance with the RFP as responded to by AT&T. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract. Additionally, any purchase orders issued for services as provided under the RFP 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 of West Virginia** 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.





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Executive Summary

Municipalities must carefully manage spending as citizens demand more accountability for their tax money. Therefore, the State of West Virginia wants to leverage evolving technologies to help improve operations and lower costs. You need solutions that include these innovations to help you more efficiently serve your citizens.

The 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:

- Assess security risks and understand potential breach points
- Benchmark enterprise security posture
- Increase visibility security risks and provide actionable recommendations for enterprise security



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.

Solution

With information security breaches on the rise, regulators, consumers, and business partners are requiring and demanding the protection of information. Organizations find it necessary to enable the business and manage information risk by consistently and effectively assessing and implementing security controls across the enterprise.

This holistic approach to enterprise security requires an alignment of security goals and objectives with corporate goals and objectives. It has been our experience that misalignment between security activities and an organization's strategic drivers are a primary reason why substantial improvement in their security posture are not realized. This happens despite significant monetary and resource investment. It is essential for organizations to assess enterprise security, identify the gaps, and enhance the security posture.





To that end, our solution for the State of West Virginia is a good value and a smart investment. We designed a solution to deliver a comprehensive security review and assessment of your security environment. Our solution is comprised of the following security assessments.

Advantages of AT&T

AT&T, through AT&T Consulting and various acquisitions, has been delivering vulnerability assessments and penetration testing for more than 25 years. AT&T Consulting performs hundreds of such assessments yearly and has conducted assessments for many similar organizations. AT&T currently delivers annual vulnerability testing and/or penetration test to the following.

- Ten of the fifty largest retailers
- One of the five largest pharmaceutical companies
- Several financial institutions

AT&T Consulting's biggest differentiator is the ability to work with the entire AT&T organization on security issues. This allows AT&T Consulting to work with the brightest people, including those in AT&T Managed Security Services (MSS), AT&T Chief Security Office (CSO) and AT&T Labs Research (Labs). AT&T Consulting has access to all the innovation from AT&T as well. AT&T has always been an innovator and continues to be a leader in telecommunications and security.

In the 1950s AT&T, through Bell Labs, was involved in early encryption projects and in the 1960s it was pioneering UNIX security controls. In the 1970s AT&T was involved with the development of the first vulnerability scanners and in the 1980s it was advances in Internet Security Protocols. The 1990s brought the invention of the firewall and the ground-breaking book, *Firewalls and Internet Security, Repelling the Wily Hacker*, written by AT&T employees William Cheswick and Steven Bellovin. In the last decade AT&T has led in innovation such as the Network Based Firewall and other leading cloud related security offerings. In the future look for additional cloud-based security innovations and security around mobile devices, applications, and the Internet of Things (IoT).

AT&T Consulting maintains a team of dedicated security practitioners who deliver on information security and regulatory compliance engagements daily. With customers





across all market segments as well as federal, state, and local governments our team has been able to arrive at a hands-on understanding of the unique security challenges faced by these organizations.

The list of security services and assessment areas that the State of West Virginia has requested are listed in bold in Table 1 below. While the requested services have been aligned with the established AT&T Consulting Security Practice which would lead the fulfillment of the requested service, AT&T Consulting will draw upon all its security practice areas as needed to meet the State of West Virginia requirements. If selected as the State of West Virginia's security service provider, AT&T Consulting will be responsible for the management of its resources as well as all vulnerability assessment activities associated with this program. These services will be provided in coordination with identified security program management team members within the State of West Virginia and in accordance with the State of West Virginia's policies.

Table 1. The State of West Virginia RFP Requirements Mapped to AT&T Consulting Security Practice Areas

Vulnerability & Threat Management	Secure Infrastructure Services	Payment Card Industry	Governance, Risk & Compliance
<ul style="list-style-type: none"> External Network Vulnerability Penetration Testing Internal Network Vulnerability Penetration Testing Web Application / Database Penetration Testing Physical Security Inspections and Testing Wireless Network Penetration Testing Mobile / Android / IOS Application Security Testing Virtual Infrastructure Security Penetration Testing Social Engineering Testing 	<ul style="list-style-type: none"> VPN Configuration Reviews and Testing Voice over IP Review and Testing Trust Zone, DMZ & Network Architecture Testing / Reviews Firewall and Router Configuration Reviews and Testing Server Configuration Scanning / Reviews Internal / External Trusted Cloud Assessments Virtual Infrastructure Security Assessment Revalidation Reviews 	<ul style="list-style-type: none"> Qualified Security Assessment Services PCI Scans in accordance with PCI Security Standards Council PCI Report on Compliance Assessment or Gap Analysis Reporting Revalidation Reviews Trusted Advisor Consulting PCI Program Consulting 	<ul style="list-style-type: none"> Information Security Risk Assessment Reviews ISO, SANS, NIST FFIEC, and Other Compliance Security Assessments / Gap Analysis Information Security Policy and Procedure Reviews Security Awareness Program Reviews Incident Response Program Reviews Third Party Assessments Other assessments to determine compliance with State, Federal Laws, Regulations and Industry Recognized Standards





<ul style="list-style-type: none"> • Software Source Code Reviews and Testing • Application Threat Modeling and Design Reviews • Secure SDLC Development Reviews • Revalidation Reviews 			<ul style="list-style-type: none"> • Revalidation Reviews
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--------------------------------------------------------------------------

AT&T Consulting will engage with the appropriate resources from the State of West Virginia to define requirements and scope for individual assessments. While each engagement will be tailored to the specific scope and objectives in question, at a high-level, AT&T Consulting will follow the engagement model depicted in Figure 1 below.

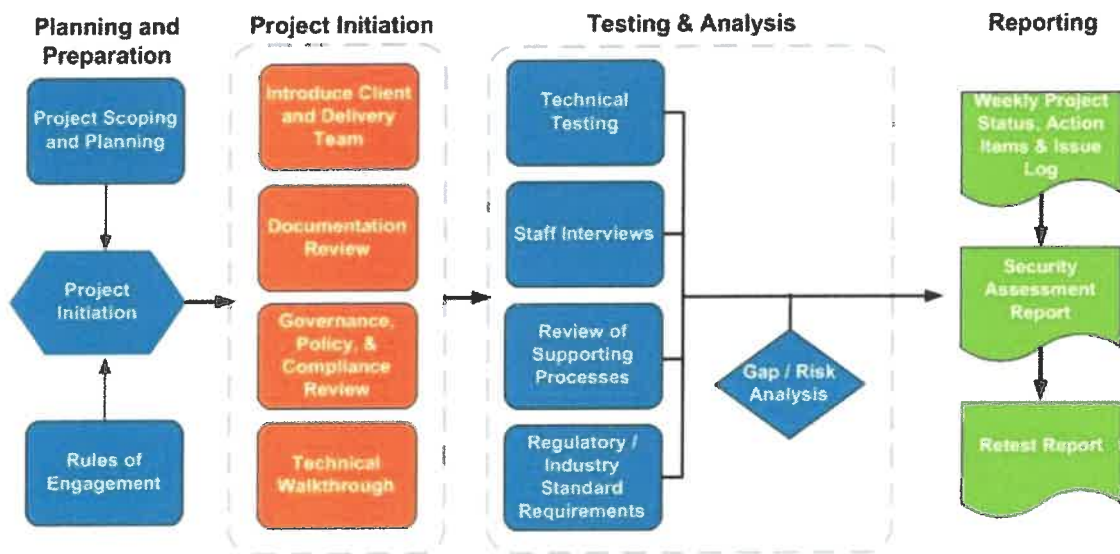
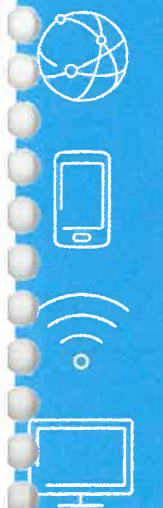


Figure 1. High-Level Engagement Flow

AT&T offers a complete suite of compliance solutions for the Payment Card Industry and has experience helping local as well as state and federal agencies achieve compliance with the PCI DSS. AT&T's PCI DSS practice has unrivaled PCI DSS experience and expertise in supporting clients in all aspects of compliance including assessments and remediation. AT&T Consulting was one of the first assessors to conduct PCI onsite assessments and scanning services under the Visa Cardholder Security Program (CISP) and MasterCard Site Data Protection Program (SDP). In addition to employing the most experienced QSAs in the industry, practice members also include PCI DSS authors,





former card brand employees, and QSA trainers. AT&T's QSA team's qualifications and experience include:

- Excellent track record; AT&T Consulting has never been the assessor of record for an entity which experienced a card data breach
- QSAs with deep experience working with clients AFTER a major incident
- QSAs which are highly respected within the card brands, banks, and the PCI SSC
- CISP (predecessor to PCI DSS) and PCI DSS authors, trainers and contributors
- Former Card brand (Visa and MasterCard) employees
- PCI SSC founding members
- PCI SSC Special Interest Group contributors
- Payment Application Data Security Standard (PA DSS) contributors
- Published authors with scores of articles and blog posts on payment security topics

In addition, healthcare security and compliance have been a long-standing area of focus for AT&T Consulting. As one of the largest technology vendors of security services, AT&T actively participates with the rule makers and technology influencers in the medical and legal communities. AT&T maintains board seated members in the CSA (Cloud Security Alliance), ISA (Internet Security Alliance), and HIMSS operations, along with direct representation within the NCSL (National Committee of State Legislators). AT&T is the industry leader in releasing and managing large service-based operations and technologies directly and exclusively supporting medical support systems. AT&T maintains and manages a department specifically involved in daily architectural reviews for HIPAA/HITECH compliance. In addition, AT&T Consulting is a HITRUST CSF Certified Assessor with staff certified as HITRUST Practitioners and has been involved with HITRUST since its inception.

As one of the largest technology vendors of security services, AT&T actively participates with the rule makers and technology influencers in the medical and legal communities. AT&T maintains board seated members in the CSA (Cloud Security Alliance), ISA (Internet Security Alliance), and HIMSS operations, along with direct representation within the NCSL (National Committee of State Legislators).

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.





RFP Response

	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Proposal 10 -- Consulting

Proc Folder: 609025				
Doc Description: Cyber Security Program RFP (OT19152)				
Proc Type: Central Master Agreement				
Date Issued	Solicitation Closes	Solicitation No		Version
2019-07-26	2019-08-29 13:30:00	CRFP 0210 ISC2000000001		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 Corp.
816 LEE ST, Floor 1
Charleston WV 25301, USA
Office: 304-690-0140

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN# 134924710

DATE 8/29/2019

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



AT&T Response:

Notwithstanding anything contained in this RFP 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 RFP. 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 RFP.

The Terms and Conditions which are contained within this RFP 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 RFP 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 RFP. 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 RFP, AT&T will work cooperatively with the **Customer** to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer.

ADDITIONAL INFORMATION

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the "Agency") to establish a Cyber Security Risk Program per attached documents.

MANDATORY PRE-BID MEETING:

DATE: 08/08/2019

TIME: 10:00 am - 12:00 pm EDT

LOCATION: WV Office of Technology
1900 Kanawha Blvd. E.,
Building 6, Conference Room 122A





Charleston, WV 25305

NOTE: Online responses to this solicitation are prohibited. Please see the Instructions to Bidders in Section 2 for proposal submission

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY		WV OFFICE OF TECHNOLOGY	
1900 KANAWHA BLVD E, BLDG 510TH FLOOR		BLDG 5, 10TH FLOOR	
CHARLESTON,	WV25305	CHARLESTON,	WV25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cyber Security Risk Program	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:
Cyber Security Risk Program

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY		WV OFFICE OF TECHNOLOGY	
1900 KANAWHA BLVD E, BLDG 510TH FLOOR		BLDG 5, 10TH FLOOR	
CHARLESTON,	WV25305	CHARLESTON,	WV25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Post Implementation Consultant	1000.00000	HOUR		





Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:
Cyber Security Risk Program

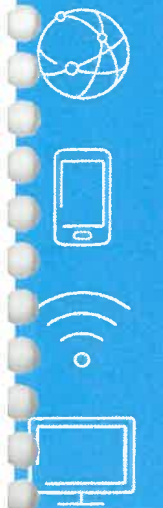
SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00 am	2019-08-08
2	Question Deadline by 4:00 pm	2019-08-19

	Document Phase	Document Description	Page 3
ISC2000000001	Draft	Cyber Security Program RFP (OT19152)	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions





REQUEST FOR PROPOSAL

CRFP ISC2000000001

WVOT - Cyber Security Program

SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by

W. Va. Code §5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the "Agency") to establish a Cyber Security Risk Program.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

AT&T Response:

AT&T has read and understands.

1.2. RFP Schedule of Events:

RFP Released to Public	See wvOASIS
Mandatory Pre-bid Conference	08/08/2019 at 10:00 am
Vendor's Written Questions Submission Deadline	08/19/2019 Addendum
Issued	TBD Technical Bid Opening
Date	08/29/2019 at 1:30 pm
Technical Evaluation Begins	TBD
Oral Presentation (Agency Option)	TBD
Cost Bid Opening	TBD





Cost Evaluation Begins
Contract Award Made

TBD
TBD

AT&T Response:

AT&T has read and understands.





SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.





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:

August 8, 2019
10:00 am to 12:00 pm

WV State Capitol Complex
Building 6, Conference Room 122A
Charleston, WV

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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





Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

AT&T Response:

AT&T has read and understands.

- 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:

Submit Questions to: August 19, 2019 by 4:00 pm

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.

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

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 four (4) 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

AT&T Response:

AT&T has read and understands.

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

Bid Opening Date and Time: August 29, 2019 at 1:30 pm

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.

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

AT&T Response:

AT&T has read and understands.





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

AT&T Response:

AT&T has read and understands.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand 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.

AT&T Response:

AT&T has read and understands.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

AT&T Response:

AT&T has read and understands.

12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of





its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

AT&T Response:

AT&T has read and understands.

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

AT&T Response:

AT&T has read and understands.

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

AT&T Response:

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 § SA-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/Venpref.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/vrcNenpref.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 RFP 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 **State of West Virginia’s** contracting 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."





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 Customer 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 Customer to deal with a potential partial award by the Customer. AT&T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP.

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 SG-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 labeled as PROPRIETARY or CONFIDENTIAL be held confidential by the *State of West Virginia*, to the extent





allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

22. **INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-I-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:

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** 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.

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 RFP 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 ***State of West Virginia's*** contracting process.





SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

AT&T Response:

Notwithstanding anything contained in this RFP 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 RFP. 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 RFP.

The Terms and Conditions which are contained within this RFP 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 RFP 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 RFP. 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 RFP, AT&T will work cooperatively with the **State of West Virginia** to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer.





GENERAL TERMS AND CONDITIONS:

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

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 RFP.

The contract terms contained with the RFP 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 RFP. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with you to finalize and/or clarify any contractual provisions required for compliance with the RFP 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.





- 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:

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. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

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

Term Contract





Initial Contract Term: This Contract becomes effective on Award and extends for a period of Two (2) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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 Two (2) 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)

AT&T Response:

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

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

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

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

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





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

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

Other: See attached.

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

AT&T Response:

AT&T will not begin work related to the Services until after AT&T receives Customer notification to proceed with the order or verification in writing from the Customer to proceed. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

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

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

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

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

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.





6. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.





AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the Proposed Contract Documents. AT&T's submittal of any performance bond shall also be subject to this Response and the use of the Proposed Contract Documents.

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.

8. INSURANCE:

AT&T Clarification:

AT&T can agree to the insurance requirements as indicated by the modifications noted by AT&T.”

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: \$ 1,000,000.00 per occurrence.

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

Cyber Liability Insurance in an amount of: _____ per

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.

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:

AT&T cannot agree to this Section 11 (*Liquidated Damages*) as written. AT&T takes Exception to and does not agree to be bound by this Liquidated Damages provision.

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) and Service Level Agreement(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:

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.

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 RFP.

The contract terms contained with the RFP 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 RFP. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with you to finalize and/or clarify any contractual provisions required for compliance with the RFP 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.

AT&T Response:

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

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:

AT&T takes exception. AT&T is providing a custom solution based on the State of West Virginia's specific scope and facilities. For the discounts quoted, AT&T will provide the equipment/services quoted and will comply with the RFP requirements as responded to





by AT&T. AT&T has provided competitive pricing; but because of the size and scope of our business, we cannot guarantee how this pricing and other terms may compare with other pricing and terms. Any pricing or other terms provided to other Customers would not impact this procurement.

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:

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

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:

Notwithstanding anything contained in the RFP to the contrary, AT&T submits this RFP Response subject to the terms and conditions of this Response and the terms and conditions contained in the Proposed Contract Documents. All terms and conditions relating to Payment and Invoicing shall be as set out 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.

If selected as your vendor of choice, AT&T will work cooperatively with the **State of West Virginia** to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it and to expedite any purchases made pursuant to this AT&T offer.

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 clarification, AT&T’s proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of submission.

For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its proposal. Our pricing is predicated on the requirements as set forth by the bid documents, and use of terms and phrases, such as “lump sum” does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

Equipment or services which are not shown or described in a proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

All terms and conditions relating to Pricing, Invoicing and Payment 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.

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:

AT&T is willing to add the following language to the proposed Unified Agreement which is a part of the Proposed Contract Documents to be signed between the parties:

8.X. Non-Appropriations of Funding. If Customer is a government agency dependent entirely on government funding, by executing this Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to use reasonable efforts to obtain all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable Minimum Payment Period. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the Termination Charges set forth in section 8 (Suspension and Termination) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement under this section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Minimum Payment Period for such Service(s).

AT&T Response:

Notwithstanding anything contained in this RFP 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:

AT&T will provide each of the products and services being requested pursuant to the terms and conditions contained this Response and the Proposed Contract Documents. See Section 8 (Suspension and Termination) in the Unified Agreement, included as part of the Proposed Contract Documents. 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.

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

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.

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.

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

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

AT&T Response:

All terms and conditions relating to dispute resolution shall be as set forth in the Proposed Contract Documents.

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:

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

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

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 RFP to the contrary, AT&T submits this RFP 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 RFP 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 RFP 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 RFP.

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

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

31. **YOUR SUB1\1MISSION 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 50-1-1 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 labeled as PROPRIETARY or CONFIDENTIAL be held confidential by the **State of West Virginia**, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

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.





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 RFP for Cyber Security Program*, RFP No. CRFP 0200000001 was not prepared in collusion with any other person or company engaged in the same line of business or commerce.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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 and indemnification shall be as set forth in the Proposed Contract Documents, in particular Section 10.3 (*"Independent Contractor"*) and Section 7 (*"Third Party Claims"*), respectively 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 holding the Customer harmless shall be as set forth in the Proposed Contract Documents, in particular Section 7 (*"Third Party Claims"*) of the Unified Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

37. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a 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.

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.regquisitions@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 hearth, 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.





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.

Elizabeth Spradlin, Client Solutions Executive 2
(Name, Title)

816 LEE ST, Floor 1, Charleston WV 25301, USA
(Address)

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

elizabeth.frazier.1@att.com
(email address)

: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, **CERTIFICATION AND SIGNATURE** terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein;

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 RFP.

The contract terms contained with the RFP 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.





SECTION 3A: DEFINITIONS:

AT&T Response to Section 3A in its entirety:

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

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. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

The terms listed below shall have the meanings assigned to them below.

3A.1 "Cybersecurity framework" means computer technology security guidance for organizations to assess and improve their ability to prevent, detect, and respond to cyber-attacks.

3A.2 "Cyber incident" means any event that threatens the security, confidentiality, integrity, or availability of information assets, information systems or the networks that deliver the information.

3A.3 "Cybersecurity risk assessment" means the process of identifying, analyzing and evaluating risk and applying the appropriate security controls relevant to the information custodians.

3A.4 "Cybersecurity risk management service" means technologies, practices and policies that address threats and vulnerabilities in networks, computers, programs and data, flowing from or enabled by connection to digital infrastructure, information systems or industrial control systems, including but not limited to, information security, supply chain assurance, information assistance and hardware or software assurance.

3A.5 "Enterprise" means the collective departments, agencies and boards within state government that provide services to citizens and other state entities.



3A.6 "Information custodian" means a department, agency or person who owns accountability for a set of data assets.

3A.7 "Privacy impact assessment" means a tool for identifying and assessing privacy risks throughout the development life cycle of a program or system.

3A.8 "Plan of action and milestones" means a remedial plan, or the process of accepting or resolving risk, which helps the information custodian to identify and assess information system security and privacy weaknesses, set priorities and monitor progress toward mitigating the weaknesses.

3A.9 "Security controls" means safeguards or countermeasures to avoid, detect, counteract or minimize security risks to physical property, information, computer systems or other assets.





SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment:

The purpose of this RFP is to contract with a Vendor to establish a Cyber Security Risk Program that will be utilized by the West Virginia Office of Technology supported state agencies as described in West Virginia Code §5A-6B. This program shall be completed in 24 calendar months. Strict time and deliverable requirements must be met to ensure compliance with State law.

The West Virginia Office of Technology (WVOT), under the Department of Administration, and its Chief Technology Officer, sets goals to develop an organized approach to information resource management for this state while providing technical assistance to state entities in the design and management of information systems.

The WVOT provides highly reliable, secure, and cost-effective technology services to 25,000 computers and 20,000 network users. Services are delivered by approximately 200 full-time and temporary employees and supplemented by specialized contract services and staff on an as-needed basis.

Services are provided to the following departments within the Executive Branch: Administration, Commerce, Environmental Protection, Health and Human Resources, Military Affairs and Public Safety, Transportation, Revenue, Veterans Affairs, and several independent boards and commissions. There are approximately 210 entities total, within these departments. Funding for the Office of Technology is derived from charges for services to state agencies.

AT&T Response:

AT&T has read and understands.

4.2. Project Goals and Mandatory Requirements:

On March 25, 2019, West Virginia House Bill 2452 was codified into law as West Virginia Code 5A-6B- I, et seq., requiring a statewide cyber risk assessment program to be established by the Cybersecurity Office of WVOT. The office will need to identify and adopt an established cybersecurity standard to serve as the statewide framework for conducting cybersecurity and privacy assessments, both for self-assessment and third-party assessment. The framework must align with the cyber risk posture assessment program, enabling an "apples-to apples" analysis for executive leadership.





This solicitation is intended to obtain a vendor that will plan for, create, implement and ultimately turnover to WVOT personnel the Cyber Risk Program. As part of the Cyber Risk Program, the Vendor will be expected to assist WVOT in developing two solicitations on behalf of WVOT as more fully described below. The Program will help drive strategic planning for cybersecurity initiatives and outside of the two solicitations mentioned in the Goals and Objectives section, will NOT directly involve technology procurements, vendor-led services, or out-sourced cybersecurity staff. The Vendor awarded this contract will not be permitted to bid on the two solicitations that Vendor developed for WVOT hereunder.

Vendor should provide its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches, outline project deliverables, and provide supporting documentation.

AT&T Response:

AT&T has read and understands.

- 4.2.1. **Goals and Objectives -Cyber Risk Program:** The goal and objective of this solicitation is to contract with a Vendor to plan for, create, implement and ultimately turnover to WVOT personnel the Cyber Risk Program. That overarching goal/objective is described in more detail below.
- 4.2.1.1. **Framework Development:** Vendor should define an enterprise set of policies supported by a tactical framework aligned to a shared view of critical risk areas. Vendor should:
- 4.2.1.1.1. Identify most critical information assets and align to applications and agencies
- 4.2.1.1.2. Evaluate agencies with the highest risk exposure based off their assets and any mandated compliance requirements.
- 4.2.1.1.3. Develop and consolidate evaluation framework. Framework should account for maturity of varying organizations with option of 'tiering' framework alignment. Framework detail should be aligned with overarching State policies and standards.
- 4.2.1.1.4 Establish a Risk Profiling Procedure and pilot the results of the risk profile.





AT&T Response:

AT&T Consulting believes information security requires a holistic approach, implemented uniformly throughout the enterprise. A practical information Cyber Risk Program Strategy, built on an industry-accepted framework, and adjusted to the applicable threat landscape, can create a predictable and consistent IT environment and minimize operational losses associated with information security incidents. An adequate strategy is instrumental in setting the direction for the entire information security program and decision making vis-à-vis matters such as information security budget allocation, information security initiative prioritization, and objective measurement of the effectiveness of the program.

AT&T Consulting will assist the State of West Virginia with the following steps aimed at developing and implementing a unified framework-based information Cyber Risk Program Strategy:

- Requirements Determination and Framework Selection
- Risk Assessment and Analysis
- Strategy Development
- Roadmap Development

Background

Having a unified strategy, based on an industry-accepted framework, enables enterprises to focus their information security efforts to be more inclusive, cohesive, and efficient. Furthermore, an information Cyber Risk Program Strategy developed without regards and alignment to the overall business and IT strategy in the organization will likely lead to inefficiencies and inconsistencies at best, or ineffectiveness and increased operational losses at worse. An information Cyber Risk Program Strategy defines the goals, objectives, and methodologies used to address internal and external threats faced by the enterprise. The strategy will allow decision makers to understand existing risks and controls, measure the comprehensiveness and quality of existing controls, budget and prioritize implementation of new controls, and assess the overall effectiveness of the information security program.

Methodology

AT&T Consulting has developed a comprehensive Cyber Risk Program Strategy and Roadmap lifecycle based on discreet steps which allow a highly customized approach and the ability to start the engagement and any point in the lifecycle, provided sufficient information is available for the next step. The developed lifecycle is intended to be used





iteratively, as re-alignment with an ever-changing threat landscape, overall enterprise IT strategy, and business objectives is a key factor in keeping any information Cyber Risk Program Strategy relevant. The goal of the strategy lifecycle is achievement of a (desirable) future state of continuous assessment and improvement for the information security program. A high-level summary of the steps involved in the AT&T Consulting strategy lifecycle is presented below:



As previously noted, we developed the lifecycle and its discreet steps such that our clients can choose the entry point in the lifecycle – for instance, should an enterprise have already selected an information security framework, it can choose to skip the initial step of requirement determination and framework selection; similarly, an enterprise with an existing information Cyber Risk Program Strategy can choose to start with the roadmap development and skip all previous steps.

Our methodology can also be applied on a smaller scale to address specific areas of an overall information security program or specific projects that are needed to fulfill requirements in portions of the information security framework. The same basic steps are used in most cases, adjusted for the specific circumstances and requirements. For instance, our methodology can be used to measure the effectiveness of a specific control, create a metrics-based prioritization for multiple information security initiatives, and create a roadmap for implementation of any people, process, or technology controls.

Requirements Determination and Framework Selection

The first step in our Cyber Risk Program Strategy lifecycle is determination of the specific requirements that must be addressed by the program in the organization. In some cases, regulatory compliance, with government or industry regulations, is the primary driver; in other cases, specific enterprise risk management, business requirements, or corporate culture play a key role in the information security program. As such, AT&T Consulting will be by understanding the overall mission of the organization, its organizational structure, risk and culture, key business and operational processes, and existing IT environment. We will gather information by meeting with

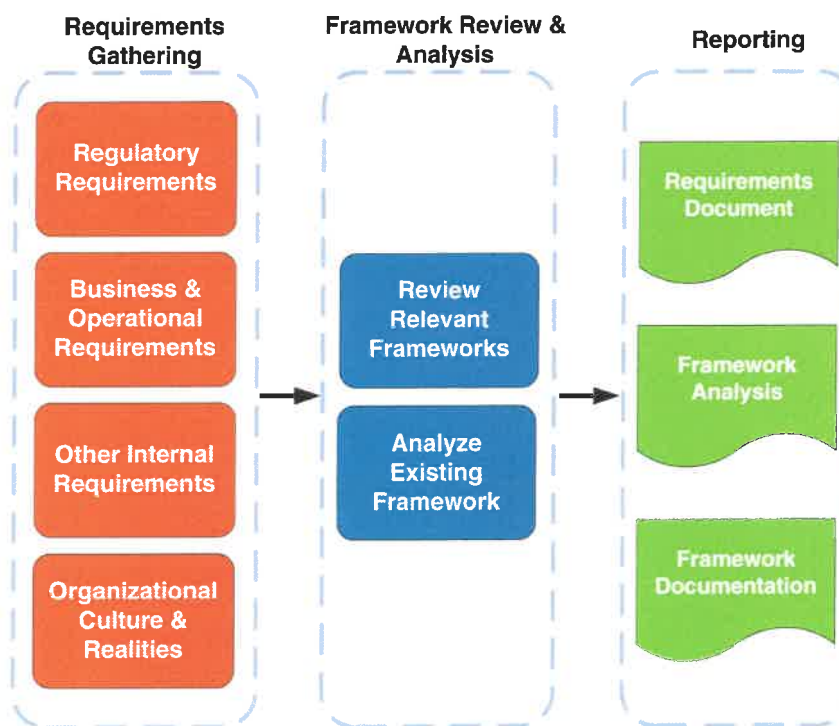




business, administrative, and technology staff, both at management and technical levels. A review of existing documentation, such as strategy documents, code of conduct, key business and operational processes workflows, enterprise risk management mandates, and any (documented) needs specific for the organization.

Once AT&T Consulting has an adequate understanding of requirements for the program, along with likely priorities, we will examine the framework AT&T Consulting will facilitate internal meetings with business, administrative, and technology staff to discuss the proposed framework, collect feedback, and assess the potential impact to various areas in the organization. Furthermore, AT&T Consulting can assist the State of West Virginia with efforts to obtain buy-in and consensus from internal groups for the framework.

The outcome of the first phase is a detailed and prioritized list of requirements for program and a recommendation for the framework. The overall Needs Analysis/Framework Establishment Methodology process is documented below:



Risk Assessment and Analysis

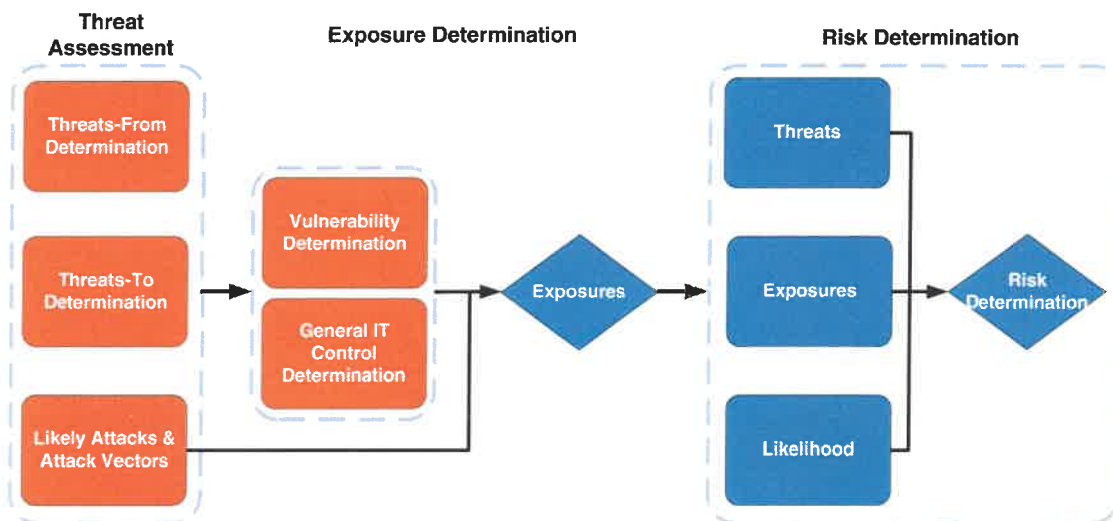
The second phase in the Cyber Risk Program Strategy and Roadmap lifecycle is a Risk Assessment and Analysis. The risk assessment, and subsequent analysis, is used to augment the information security requirements gathered in the previous step by



capturing the relevant threat landscape, determining the quality and comprehensiveness of existing general IT controls, and identifying general IT controls gaps and deficiencies in the context of the selected information security framework and relevant exposures. The information will be used in subsequent phases to assess budget requirements and create a prioritization for information security initiatives.

AT&T Consulting will begin by performing a Threat Assessment, followed by an Exposure Identification, and Risk Assessment of the entire enterprise or specific the State of West Virginia environment(s) in scope. Subsequently, a general IT controls gap analysis will be performed against the information security framework selected in the previous step and relevant exposures determined during the Exposure Identification step. Lastly, a comprehensive report outlining the overall findings as well as individual steps results will be provided to the State of West Virginia.

AT&T Consulting’s approach to risk assessments is designed to take a holistic view of the potential threats and information risks by evaluating threats and risks across people, processes and technology. The overall Risk Assessment Methodology is shown below followed by sections detailing each phase and step within the methodology.



Step 1 – Threat Assessment

AT&T Consulting will be being by conducting a Threat Assessment to understand and capture the threat landscape applicable to the organization. The Threat Assessment will examine threats in the context of “Threats-From” and “Threats-To” – that is, the source of the threats and the targeted assets-, and likely (associated) attacks and attack vectors. Determination of Threats-From will be made based on publicly available intelligence information and any specific intelligence information provided by the





organization. Concomitantly, AT&T Consulting will develop a list of information assets in the organization likely to be targeted by threat sources (Threats-From) by examining the information asset environment in scope, typical uses of these assets, key data flows, and associated run-time architecture; specifically, the following information will be sought and examined:

- Systems and Network Topology and Boundaries
- Information Assets Location and Classification
- Information Asset Usage
- User Population Characteristics

AT&T Consulting will use the information gathered to create a comprehensive mapping of Threats-From and Threats-To, along with likely attacks and attack vectors for each Threats-From and Threats-To pair; the list will be used in later in subsequent steps to identify exposures and perform a gap analysis of general IT controls.

Step 2 – Exposure Identification

The objective of this phase is to assess exposures of the targeted information assets to the attacks and attack vectors determined in the previous steps. An exposure is defined as a vulnerability or control deficiency (either control not implemented, not sufficient, or insufficient quality) allowing a threat source to successfully execute an attack against a specific asset or group of assets. It must be noted that AT&T Consulting will not only evaluate the exposures of the targeted assets in a scenario where they are directly targeted, but also evaluate exposure of other information assets that might be used for indirect attacks (e.g., exposures for a back-end database system will be identified for both direct attacks –such as buffer overflows and incorrect system configuration- and indirect attacks -such as external attacks involving workstations as the entry point in the trusted environment). Areas considered during the assessment include, but are not limited to:

- General IT Controls Identification
- Operational Procedures and Controls
- Management Processes and Governance
- Logging, Monitoring, and Auditing
- Personnel Security
- Physical Security
- Acquisition, Asset Management, and Lifecycle Management





- General IT Control Effectiveness
- Data Points to Perform an Analysis of Control Effectiveness
- Vulnerability Identification
- Technical Vulnerabilities
- Process Vulnerabilities
- Physical Security Vulnerabilities

General IT Controls Identification involves an assessment of the existing controls in the target environment (e.g., the controls associated with the information asset identified in the previous step). Controls will be examined from a people-process–technology prospective as overlapping areas, as well as gaps, will be documented. It is important to note, and emphasize, that AT&T Consulting risk assessments determine not only the comprehensiveness of existing controls, but also the quality of these controls (as part of the General IT Control Effectiveness).

General IT Control Effectiveness examines the actual quality (e.g., adherence, pervasiveness, etc.) of the general IT controls identified during the previous step. The examination involves checks such as random sampling of information assets and tests verifying the IT controls required or expected and review of previous information security incidents to assess the deficient controls associated with these incidents.

Lastly, vulnerability identification is the identification of vulnerabilities to the attacks and the attack vectors determined during the Threat Assessment. These may be weaknesses or flaws in the system or processes that could be exploited by potential threat-sources. Vulnerabilities may take many different forms and are specific to a particular environment. AT&T Consulting can review the results of previous (or existing) vulnerability assessments, as long as these assessments were recent and comprehensive. Alternately, AT&T Consulting can perform a comprehensive vulnerability assessment of the environment in scope; this service it can be addressed in a separate SOW, if requested.

Step 3 – Risk Assessment

The objective of this phase is to analyze the information gathered thus far in the Threat and Risk Assessment and determine gaps in general IT controls, existing exposures to likely attacks and attack vectors, likely impact of threat materialization, and overall risk determination. Risk is a function of the likelihood of a given threat materialization (through the exploitation of an existing exposure) and the resulting impact of that adverse event upon the organization. The agencies with the highest risk exposure will be evaluated.





The key components of the risk assessment are presented below:

- Threats (Attacks & Attack Vectors)
- Exposure Determination (Controls and Vulnerabilities)
- Likelihood Determination
- Impact Analysis
- Risk Determination

Threats are comprised of the Threats-From and Threats-To pairs previously determined, along with likely attacks and attack vectors associated with each pair.

Exposure determination is a process of assessing existing controls and vulnerabilities associated with threaten assets in the context of likely attacks and attack vectors. Controls may mitigate vulnerabilities by themselves or minimize the ability of an attack or attack vectors to exploit these vulnerabilities. General IT controls encompass both technical and non-technical controls may be preventative or detective, and each may have several different effects on different vulnerabilities. Finally, some controls may require additional controls to be in place to be effective (for instance, a detective control is relevant only if there is an associated monitoring procedure). Existing controls were determined in a previous step.

Aside from control comprehensiveness, AT&T Consulting will also determine the control effectiveness during exposure determination. It is also important to note that an assessment of existing controls vis-à-vis the controls defined in the selected information security framework will also be performed in a subsequent step.

A likelihood determination considers the threat-source motivation and capability, the opportunities for likely attack and attack vector materialization, and the accessibility of relevant exposures. The combination of these factors indicates the probability that a potential attack or attack vector (associated with a given threat) may be exploited.

The impact analysis measures the adverse impact that results from a successful attack (threat materialization). The impact does not gauge the likelihood of the attack materialization, but rather seeks to detail what would happen if the attack was successful. The impact can be either loss of income (e.g., fines, fraud) or forgone revenue (loss of system availability, loss of intellectual property). The adverse impact is also characterized in one or more of the three areas of information security: loss of integrity, loss of availability, or loss of confidentiality.

The outcome of the previous steps will, subsequently, be used to create the risk determinations. This step assesses the risk to an information asset group within the in-





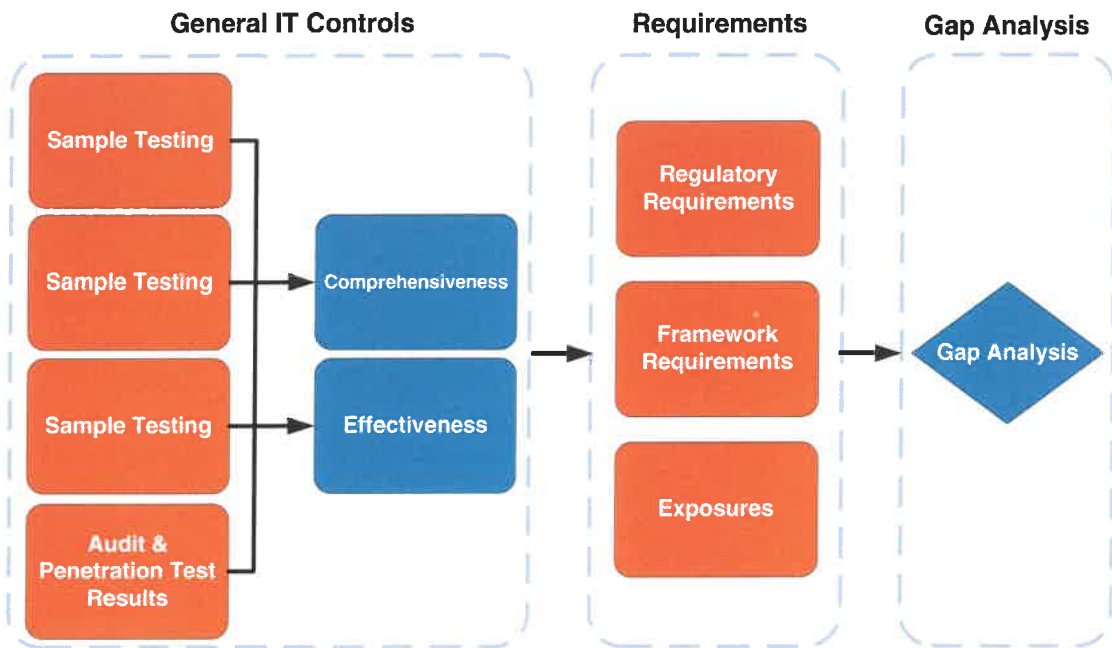
scope environment. The overall risk represents the likelihood of a given threat-source attempting to exploit a given exposure, and the magnitude of the adverse impact that would occur if the exploitation were to be successful. The risk levels will be determined through a matrix incorporating the likelihood and impact (an example is presented below). The values for the likelihood and impact are multiplied and the final score determines the risk based on the risk scale. The values and scales are arbitrary in the following example but demonstrate how a final risk calculation is achieved.

Threat Likelihood	Impact		
	Low (10)	Medium (50)	High (100)
Low (0.1)	Low (=1)	Low (=5)	Low (=10)
Medium (0.5)	Low (=5)	Medium (=25)	Medium (=50)
High (1.0)	Low (=10)	Medium (=50)	High (=100)

Step 3 – General IT Controls Gap Analysis

The next phase is a Gap Analysis of the general IT controls identified during the previous step against the controls defined in the selected information security framework and exposures of information assets to relevant attacks and attack vectors. The objective of the gap analysis is to highlight areas of control deficiencies, in regard to likely threats and chosen information security frameworks, such that these controls can be addressed in the information Cyber Risk Program Strategy and roadmap. AT&T Consulting’s Gap Analysis Methodology is depicted below:





It must be noted that although the Gap Analysis is generally performed against the selected information security framework and exposures identified in the previous steps, the gap analysis can also be performed against a particular control area or for a specific initiative. Furthermore, the gap analysis will identify not only gaps in the comprehensiveness of controls but will also identify and correlate deficiencies in control quality. Analysis of control comprehensiveness involves a comparison of governance (policies, charters, control standards, etc.), people, process, and technology controls against the controls defined in the chosen information security framework and the controls required to address existing exposures to likely attacks. Assessing control quality consists of evaluation of previous information security incidents, random checks performed in previous steps, and review of the results of audits and penetration tests.

Tests required to determine control effectiveness will be agreed upon in the kickoff portion of the project. Testing is not always required, or even possible, and in many instances, observation may be more appropriate.

Step 4 – Reporting

AT&T Consulting will develop an overall report for the Risk Assessment and Analysis phase. The report will provide an overall summary of the findings, correlation and analysis of findings across all the steps, and a summary and details of findings for each step.





Strategy Development

The next phase in our Cyber Risk Program Strategy lifecycle is the development of a formal Information Cyber Risk Program Strategy. The Cyber Risk Program Strategy will provide the guidance necessary for the organization to address the requirements previously identified and mitigate risks to an acceptable level by implementing general IT controls, minimizing exposures, and other means. The Cyber Risk Program Strategy will also allow for proper budgeting for information security initiatives and a defensible prioritization model for implementation of these initiatives. AT&T Consulting Security Strategies are based on metrics computed by mapping control deficiencies and ineffectiveness to information asset groups, regulatory requirements, previous losses, existing exposures, and current threat landscape; the outcome of the mapping process is a clear picture of control requirements, inter-dependencies, and implementation priority. The mappings will also take into consideration the organizational, cultural, and technology realities of the organization.

We must note that AT&T Consulting's Cyber Risk Program Strategy is more than just an analysis or a list of general IT controls; topics such as these are also covered:

- Roles and Responsibilities;
- Implementation plan
- Establish a Risk Profiling Procedure and pilot the results of the risk profile.
- Alignment with business and operational processes
- Integration with overall IT strategy
- Integration with overall IT processes (e.g., horizontal processes, such as Help Desk and Change Management);

The proposed Cyber Risk Program Strategy will expand or customize the selected information security framework to address topics such as the one discussed above; these customizations will ensure the selected strategy and framework are practical for the organization rather than general best practices (that might or might not be a fit for the organization).



AT&T Consulting will develop the Cyber Risk Program Strategy through a collaborative effort with the State of West Virginia technology, business, and administration staff. AT&T Consulting is aware of the criticality of obtaining buy-in and collaboration from



internal groups, especially groups impacted by a new Cyber Risk Program Strategy; we will be happy to assist with and facilitate the process of publicizing and disseminating the proposed Cyber Risk Program Strategy among relevant stakeholders, answering questions, and gathering and incorporating feedback.

Roadmap Development

The final stage of the Cyber Risk Program Strategy lifecycle is the development of a roadmap for implementation of the proposed Cyber Risk Program Strategy. This roadmap sets the priorities and general timeframes for implementation of various strategic initiatives and can be used for budgeting and other planning purposes. The roadmap also serves to focus the organization's efforts to avoid random implementation efforts, or implementations that become stalled because of missing dependencies.



Development of the roadmap will require a planning exercise with the appropriate management from impacted groups, especially groups participating in implementation of initiatives included in the roadmap. During this facilitated exercise, AT&T Consulting will assist the State of West Virginia's information security management team to present and discuss priorities for information security initiatives, based on the metrics system included in the Cyber Risk Program Strategy. AT&T Consulting can assist the planning team with planning the implementation of various initiatives, especially initiatives with strong inter-dependencies or strict pre-requisites.

It is important that the (impacted) implementation groups are included in the planning for the roadmap; failure to include these groups can cause a situation where too much is being asked with not enough resources being available. AT&T Consulting can assist with determination of existing resources, both monetary and personnel, before or during the roadmap development.

Once the planning exercise has been completed, the timeframes and approximate budgets can be laid out. These activities will take close coordination between the various stakeholders to arrive at realistic and achievable timelines and budget inputs.



Cooperation among the responsible parties will also help with achieving buy-in among the stakeholders.

The draft roadmap will be created from the components decided during the planning exercise. This draft will then be circulated amongst all the stakeholders for review and approval. AT&T Consulting can assist in these reviews and discussions with stakeholders. Once the final roadmap has been agreed upon, it can be published to the applicable parties.

4.2.1.2. **Cyber Risk Program Documentation/Creation:** Vendor should create a fully documented Cyber Risk Program, deploy program in set of pilots, and incorporate lessons learned after pilot programs are executed. Vendor should:

4.2.1.2.1. Develop Policies and operations procedures, reporting templates, and program roadmap.

4.2.1.2.2. Define roles and responsibilities between central teams and agencies.

4.2.1.2.3. Document approach, tools, and templates for agencies to apply framework and manage audit and assessment activities.

4.2.1.2.4. Pilot the program with at least one small and one large agency.

4.2.1.2.5. Assess the results and document lessons learned from Pilot program. Remediation of issues should be accounted for in the milestones and deadlines.

AT&T Response:

Based upon the risk assessment AT&T Cybersecurity Consulting establish the most appropriate Information Risk Management Framework for Comments. The objective is to:

- Understand roles and responsibilities associated with the establishment, implementation, and management of the future information risk management program
- Identify risk tolerance, risk context, risk criteria, resources necessary, reporting mechanisms, key performance indicators, and risk assessment and risk treatment processes
- Compare risks against the developed risk acceptance criteria and prioritize the risks with risk treatment indicators.





- Develop a Risk Register be where identified risks are tracked. The register will include the nature of the risk, risk owner, current compensating controls, assets involved, business units affected, financial impacts, as well as review interval. Information Security must look past “technology” factors and also take into account business risk. Technologists often do not consider business factors when making these decisions.
- Develop prioritized recommendations and actions plans to implement the program

It is important to understand that any one standardized framework may not fit into the State of West Virginia capabilities, such as pre-existing People, Processes, and Technology functions. Development of a hybrid framework is often the best method for complex organizations.

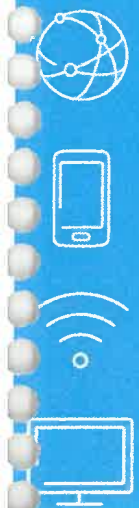
The success of risk management depends on the effectiveness of the management framework providing the foundations and arrangements that will embed it throughout the organization at all levels. The framework assists in managing risks effectively through the application of the risk management process at varying levels and within specific contexts of the organization. The framework ensures that information about risk derived from the risk management process is adequately reported and used as a basis for decision making and accountability at all relevant organizational levels. AT&T Cybersecurity Consulting will work with the State of West Virginia to establish the following:

- Mandate and Commitment
- Review and understand the organization and its context
- Establish risk management policy
- Establish Accountability and Roles and Responsibilities
- Determine Opportunities for Integration into organizational processes
- Determine Resources Necessary for the Management of the Program
- Establish internal communication and reporting mechanisms
- Establish external communication and reporting mechanisms
- Recommendation for Implementing risk management (Roadmap)
- Establish requirements for Monitoring and Review of the Information Risk Management Framework
- Establish requirements for Continual Improvement





Program Element	Description
Information Risk Management Charter (Mandate and Commitment)	Outlines the mandate for Risk Management, Senior Leader endorsement, assign accountabilities and responsibilities at appropriate levels within the organization
Risk Context	<ul style="list-style-type: none">• Define the goals and objectives of the risk management activities• Define responsibilities for and within the risk management process• Define the scope, as well as the depth and breadth of the risk management activities to be carried out, including specific inclusions and exclusions• Define the activity, process, function, project, product, service or asset in terms of time and location• Define the relationships between a particular project, process or activity and other projects, processes or activities of the organization• Define the risk assessment methodologies• Define the way performance and effectiveness is evaluated in the management of risk• Identify and specify the decisions that have to be made• Identify, scoping or framing studies needed, their extent and





Program Element	Description
Risk Criteria	<p>objectives, and the resources required</p> <ul style="list-style-type: none">• The nature and types of causes and consequences that can occur and how they will be measured• How likelihood will be defined• The timeframe(s) of the likelihood and/or consequence(s)• How the level of risk is to be determined• The level at which risk becomes acceptable or tolerable; and• Whether combinations of multiple risks should be taken into account and, if so, how and which combinations should be considered.
Risk Management Policy	<p>Clearly states the organization's objectives for, and commitment to, risk management and typically includes the following:</p> <ul style="list-style-type: none">• The organization's rationale for managing risk• Links between the organization's objectives and policies and the risk management policy• Accountabilities and responsibilities for managing risk• The way in which conflicting interests are dealt with• Commitment to make the necessary resources available to





Program Element	Description
	<p>assist those accountable and responsible for managing risk</p> <ul style="list-style-type: none">• The way in which risk management performance will be measured and reported• Commitment to review and improve the risk management policy and framework periodically and in response to an event or change in circumstances.
Accountability (Documented in Policy)	<p>Accountability, authority and appropriate competence for managing risk, including implementing and maintaining the risk management process and ensuring the adequacy, effectiveness and efficiency of any controls. This can be facilitated by:</p> <ul style="list-style-type: none">• Identify risk owners that have the accountability and authority to manage and accept risks• Identify who is accountable for the development, implementation and maintenance of the framework for managing risk• Identify other responsibilities of people at all levels in the organization for the risk management process• Establish performance measurement and external and/or internal reporting and escalation processes
Organizational Process Integration (Documented in the Plan and Roadmap)	Identify where risk management can be embedded in the organization's practices and processes in a way that it is relevant,





Program Element	Description
	effective and efficient (e.g. policy development, business and strategic planning and review, and change management processes).
Resources (Documented in the Plan, Roadmap and Policy)	<ul style="list-style-type: none">• The organization should allocate appropriate resources for risk management.• Consideration should be given to the following:• People, skills, experience and competence• Resources needed for each step of the risk management process;• The organization's processes, methods and tools to be used for managing risk;• Documented processes and procedures;• Information and knowledge management systems training programs
Reporting Mechanisms (Documented in the Plan, Roadmap and Policy)	<ul style="list-style-type: none">• Key components of the risk management framework, and any subsequent modifications, are communicated appropriately• There is adequate internal reporting on the framework, its effectiveness and the outcomes• Relevant information derived from the application of risk management is available at appropriate levels and times





Program Element	Description
	<ul style="list-style-type: none">• There are processes for consultation with internal stakeholders.• Using communication to build confidence in the organization; and• Communicating with stakeholders in the event of a crisis or contingency• External reporting to comply with legal, regulatory, and governance requirements• These mechanisms should, where appropriate, include processes to consolidate risk information from a variety of sources, and may need to consider the sensitivity of the information.
Implementation (Documented in the Plan, Roadmap and Policy)	<ul style="list-style-type: none">• Define the appropriate timing and strategy for implementing the framework• Apply the risk management policy and process to the organizational processes• Comply with legal and regulatory requirements• Ensure that decision making, including the development and setting of objectives, is aligned with the outcomes of risk management processes;• Hold information and training sessions; and

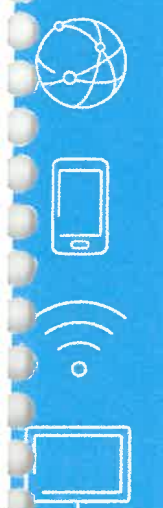




Program Element	Description
	<ul style="list-style-type: none"> Communicate and consult with stakeholders to ensure that its risk management framework remains appropriate.
<p>Monitoring and Review of the Framework (Documented in the Plan, Roadmap and Policy)</p>	<ul style="list-style-type: none"> Measure risk management performance against indicators, which are periodically reviewed for appropriateness Periodically measure progress against, and deviation from, the risk management plan Periodically review whether the risk management framework, policy and plan are still appropriate, given the organizations' external and internal context Report on risk, progress with the risk management plan and how well the risk management policy is being followed; and Review the effectiveness of the risk management framework.
<p>Continual Improvement (Documented in the Plan, Roadmap and Policy)</p>	<p>Based on results of monitoring and reviews, decisions should be made on how the risk management framework, policy and plan can be improved.</p>

4.2.1.3. **Compliance Audit Solicitation:** Vendor should conduct market research to define the specifications and goals needed to create a solicitation that will allow agencies a procurement means to have a third party evaluate their adherence to security standards. Vendor should:

4.2.1.3.1. Assist WVOT in developing solicitation. (Vendor will not be permitted to bid on this solicitation it helps to develop and is also prohibited from serving as a subcontractor to the vendor that is awarded a contract thereunder.)





- 4.2.1.3.2. Vendor should provide expertise in identifying, analyzing and evaluating agency risk and applying the appropriate security controls relevant to the information custodians
- 4.2.1.3.3. Review vendor responses and advise reviewers.
- 4.2.1.3.4. Provide guidance and assistance to WVOT to process and assist agencies in using the solicitation.

AT&T Response:

AT&T will assist WVOT in developing the solicitation to have a third party evaluate the WVOT's adherence to security standards. AT&T understands that we will not be able to respond to the solicitation.

- 4.2.1.4. **Governance, Risk, & Compliance (GRC) Tool Solicitation:** Vendor should assist WVOT in developing a solicitation to obtain a GRC tool to support risk-based scoping, capture audit results, conduct qualitative & quantitative risk assessment, and track action items, and further assist in implementing that tool. Ultimately, the tool solicitation should be focused on the procurement and implementation of a tool designed to directly support the Cyber Risk Service. Vendor should:
 - 4.2.1.4.1. Assist WVOT in developing a solicitation for a governance tool. (Vendor will not be permitted to bid on this solicitation it helps to develop and is also prohibited from serving as a subcontractor to the vendor that is awarded a contract thereunder.)
 - 4.2.1.4.2. Implement the governance tool to support future assessment.
 - 4.2.1.4.3. Establish baseline security and use procedures for the tool.
 - 4.2.1.4.4. Customize the tool to align with state specific requirements established during programs development.
 - 4.2.1.4.5. Train users to utilize the governance tool and develop policies and procedures for the governance tool.

AT&T Response:

Once the context of the organization is established and the risk management environment understood, AT&T Cybersecurity Consulting can begin researching and gathering candidates for GRC solutions. AT&T Cybersecurity Consulting will use a





product evaluation methodology to ensure establishment of requirements and criteria and consistent evaluation against those requirements.

- Evaluation Planning
 - Form Evaluation Teams
 - Create the Charter
 - Identify Stakeholders
 - Determine Evaluation Approach
 - Estimate Resources and Schedule
- Criteria Establishment
 - Define Evaluation Requirement
 - Define Evaluation Criteria
 - Establish Priorities
- Collect Data
 - Research
 - Product Demonstrations
 - Vendor Appraisals
 - Hand-On
- Analyze Data
- Make Recommendations

Items to consider when identifying and selecting tools include:

- Ensure processes are solidified before integrating into a tool (make the technology work for WVOT processes, not the other way around)
- A platform or platforms may need to be selected based on functionality and business context
- Identify tools that have input and output capabilities that can collect and disperse risk and compliance data and allows for integration with other systems
- Understand the data requirements, integration points, and collection strategies first
- Invest in training for users and administrators
- Understand implementation requirements and internal resource capacity
- Include requirements for strong reporting capabilities create that are easily customizable





Once the tool is acquired by WVOT, AT&T will work with the GRC tool vendor to:

- Implement the policies and procedures for the GRC tool and how it is integrated into the Cyber Risk Program
- Establish baseline security and use procedures for the tool.
- Customize the tool to align with state specific requirements established during programs development.
- Train users to utilize the governance tool and develop policies and procedures for the governance tool.

4.2.1.5. **Full Implementation:** Based on previously established roadmap and pilot results Vendor should create a roll-out plan to incrementally deploy framework and Cyber Risk Program to agencies. The roll out plan should:

4.2.1.5.1. Include a communications plan.

4.2.1.5.2. Include education and enablement of tools.

4.2.1.5.3. Incrementally expand pilot program,

4.2.1.5.4. Plan for framework deployment and audit execution across the enterprise,

4.2.1.5.5. Include the performance of audit of enterprise services,

4.2.1.5.6. Support agencies with utilizing the third-party vendor awarded a contract to perform assessments.

AT&T Response:

AT&T understands the importance of project management in an engagement. The following details AT&T's approach to project management. The same approach is used for each engagement, although certain tasks and documents may not be applicable or needed depending on the timeline, size and delivery of the project. The Project Lead or Project Manager from the AT&T team, which may also be one of the consultants delivering work, will work closely with the State of WV team and/or project manager.

AT&T project management professionals use the globally recognized Project Management Institute's (PMI®) ANSI-approved and ISO 9001-approved standards and processes. The following paragraphs provide an overview of the AT&T project management methodology. It discusses our ability to deliver high quality, large-scale projects. The five high-level PMI® processes are:





- Initiating: recognizing that a project or phase should begin and committing to do so.
- Planning: devising and maintaining a workable scheme to accomplish the business need that the project was undertaken to address.
- Executing: coordinating people and other resources to carry out the plan.
- Controlling: ensuring that project objectives are met by monitoring and measuring progress and taking corrective action when necessary.
- Closing: formalizing acceptance of the project or phase and bringing it to an orderly end.

By using these very controlled processes and procedures, AT&T has been very successful in delivering projects on schedule and within budget. This clear process preserves budget and ensures that all time spent on the project by State of WV personnel is effectively used. Once AT&T becomes engaged, a comprehensive project plan based on PMI methodology will be used to manage and guide the project. The project plan will be tailored to the needs of the project and may include some of the following:

- Vision Statement: The vision is business-based and is focused upon the project objective: conduct network security vulnerability assessment and thereby strengthening the security posture of STATE OF WV.
- Project Charter: The Project Charter is the starting point for the project as it provides initial high-level information about the project, assigns responsibilities, and confirms the overall intent of the project. The program manager is responsible for making sure that the project charter exists and is complete.
- Scope: The scope statement provides a documented basis for making future project decisions and for confirming or developing common understanding of project scope among the stakeholders. The scope section is what outlines the project. This is what the project team will be expected to deliver to STATE OF WV.
- Work Breakdown Structure (WBS): Utilizing the completed scope statement, the project team develops the WBS. "A work breakdown structure is a deliverable-oriented grouping of project elements that organizes and defines the total scope of the project: work not in the WBS is outside the scope of the project. As with the scope statement, the WBS is often used to develop or confirm a common understanding of project scope" – (PMI®). The entire project team, including those State of WV personnel working with the AT&T team, will be involved in the development of the WBS to make sure that all elements of scope are represented. The output of the WBS development exercise will be a significant





level of detail about what work is to be done and will also create the WBS diagram.

- **Work Packages:** “The work package is the lowest level of the WBS” – (PMI ®). Work packages will be developed that are 8 to 80 hours in length, produce a specific product, have a definite beginning and end, are easily measured, and have natural sub-divisions. There is one work package for each of the lowest level elements of the WBS. All planning and analysis of the project is done at the work package level. Planning components include schedule, cost, quality, resources, communications, and project risk.
- **Responsibility Matrix:** A responsibility matrix is used to closely link roles and responsibilities to the project scope definition. “.. a high-level responsibility matrix may define which group or unit is responsible for each element of the work breakdown structure while lower-level matrixes are used within the group to assign roles and responsibilities for specific activities to particular individuals” – (PMI ®).
- **Quality Checklists & Metrics:** The most important part of quality is preventing problems in the project before they happen. The standard AT&T methodology is for the project team to develop checklists and metrics during the planning process and then use them during the execution and control processes. This technique provides a significant reduction in the number of quality issues and greatly increases the probability of overall success on the project.
- **Project risk Identification and Mitigation:** The identification, quantification, development of mitigation plans, and control of project risks is an ongoing process throughout any AT&T project. Our principal aim is to identify, quantify, and respond to project risks before they occur. During the development of the work packages, the project team will start the focus on project risk by including the project risk elements in the work packages.
- **Project Schedule:** Once the project team has completed and approved the work packages, they begin to roll the results into the appropriate portions of the project plan. After identifying, sequencing, and assigning durations, the project team then develops the baseline schedule to execute and control the project.
- **Communication Plan:** AT&T has a specific methodology around managing the communications on a project:
 - Communication is one of the most crucial aspects of project success.
 - We collaborate with the client to create, implement, and manage a communications plan to:
 - Provide positive understanding of the project
 - Provide essential progress of the project to appropriate stakeholders





- Communication is planned into the project, with specific goals, objectives, deliverables, roles and responsibilities, and schedules. A communications team, consisting of associates involved in the planning of the project as well as representatives from the State of WV team will be tasked with the responsibility to design a plan that includes:
 - Scope, schedule, cost status reports including project performance measurement (trend, variance, earned value)
 - Project risks and project risk management issues
 - Key upcoming tasks, issues, and deliverables
 - Escalations
 - Quality
 - Change Control: If there is a specific change to project scope, this change will be documented and agreed upon by both State of WV and AT&T before action is taken.
 - Deliverable Procedures and Acceptance: AT&T utilizes a standard process to deliver each component of a project to our client by exercising a "Close Out" procedure for that deliverable. These Close Out activities perform two important functions:
 - Make the transition to the next phase of a project
 - Establish formal closure of a particular phase of a project.
 - The formal acceptance of a project deliverable, the reconciling of project accounts and the closing out of change logs and issue logs – all of these things bring the phase to completion.
- 4.2.1.6. **Ongoing Support:** Vendor should develop the financial rates model for cover the projected operational expenses of the Cyber Risk Program based on a charge-back model. The Cyber Risk Program should be supportable and sustainable business model, where the Office of Technology provides services to customer agencies and charges a fee for those services. Vendor should:
- 4.2.1.6.1. Ensure that its Cyber Risk Program services are trackable in accordance with WVOT charge back model,
 - 4.2.1.6.2. Identifying appropriate points for fee assessment,
 - 4.2.1.6.3. Assist WVOT in establishing pricing for various aspects of the Cyber Risk Program.





- 4.2.1.6.4. Recommendations would recommend Enterprise cybersecurity risk services based on services which directly addresses state-wide critical cyber risks
- 4.2.1.6.5. Recommendations should take into consideration leveraging cost- sharing and economies of scale opportunities to drive cost- efficiencies; and, is
- 4.2.1.6.6. implemented and delivered as an enterprise/managed service, addressing cyber workforce challenges.

AT&T Response:

AT&T will work with State of West Virginia to ensure the Cyber Risk Program is a sustainable business model by developing a catalog of services, pricing for services, aligning with the charge back model, providing recommendations for enterprise risk services and how to deliver as an enterprise managed service.

- 4.2.1.7. **Communication:** Vendor should establish a clear communication plan
 - 4.2.1.7.1. The State can apply custom branding to all documents and materials.
 - 4.2.1.7.2. Vendor should establish regular communications to discuss project status at a minimum of every two (2) weeks.
 - 4.2.1.7.3. Vendor should provide communications to different levels of stakeholders identified in the project proposal.
 - 4.2.1.7.4. Vendor should provide on-site support for major milestones and project initiatives.

AT&T Response:

AT&T will develop a clear communication plan which can be branded by the State. AT&T will provide program management personnel to lead our activities and work with the State of West Virginia staff and program management to provide progress and status reporting, identify project risks & issues, manage engagement activities to align with the State's schedules, and participate in planning and reporting session. AT&T will provide and keep current a project schedule that includes all project milestones and deliverables (including references to required plans and documents), activities performed by the State and AT&T, the critical path, dependencies, work product, and results.

The project schedule will be updated and provided to the State's project manager on a weekly basis demonstrating percent complete, variances, changes in scheduled tasks, and any other project schedule related changes.





AT&T will work with the State to provide a Project Risks and Issues Management Plan that includes identification, tracking, and reporting.

In addition, to the weekly (or bi-weekly) status reports and meetings, AT&T will also provide in its communication plan State of WV in the following reporting:

- Reporting for State, Department, and Agency level leadership
- Ad Hoc Reporting to key leadership and staff
- Formal presentations to State, Department, and Agency level leadership

4.2.2. **Mandatory Project Requirements** - The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. **Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.**

4.2.2.1. The proposed project timeline must be provided with key goals and objectives within the first sixty (60) working days following award of a contract.

AT&T Response:

AT&T will provide the project plan with timelines and key goals, objectives, tasks within sixty working days following award of the contract.

4.2.2.2. The proposed plan must comply with applicable West Virginia state and federal laws.

AT&T Response:

AT&T has read and understands.

4.2.2.3. Vendor must agree the Cyber Risk Program adhere to the following:

4.2.2.3.1. The program must enable a 3-tiered organizational hierarchy allowing for cyber risk ownership to be assigned to a single government organization (agency), a collection of government agencies (department) and the collection of government departments (state)





AT&T Response:

AT&T has read and understands.

4.2.2.3.2. The program **must** account for the standardization of the impact **risk** variable.

AT&T Response:

AT&T has read and understands.

4.2.2.3.3. The program **must include** the capability to leverage both qualitative and **quantitively risk assessments and provide** recommendations how to **effectively and efficiently** leverage both

AT&T Response:

AT&T has read and understands.

4.2.2.4. Vendor **must agree** that all documentation and materials associated with the development and implementation of the Cyber Risk Program are owned **by the** State of West Virginia.

AT&T Response:

AT&T clarifies that all intellectual property in items arising by virtue of AT&T's performance of the Services will be the sole and exclusive property of AT&T. The **State of West Virginia** will own copies of any reports produced and furnished to the **State of West Virginia** by AT&T in providing the Service and will be granted under AT&T's copyrights, a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify any such reports for the **State of West Virginia's** own internal business purposes.

4.2.2.5. Vendor **must agree** to base the project on an industry standard framework, such as the Cybersecurity Framework, selected by the State of West Virginia.

AT&T Response:

AT&T has read and understands.





4.3. **Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1. Vendor should specify previous experience in deploying and developing Cyber Security Risk Programs, preferably with government organizations. Vendor should include the scope of programs implemented. Vendor should also include any contacts at the specified entity who can be contacted for verification.

AT&T Response:

AT&T has extensive experience as a provider of Managed Security Services.

We've long been a pioneer in developing cybersecurity capabilities. AT&T Labs and our Chief Security Office (CSO) have worked closely together to provide industry-leading technology, and security is at the core of our network and our goals.

The CSO maintains a global security organization that comprises more than 600 security professionals, and more than 1,400 additional security specialists work in our other organizations. These security experts have an average 15 years of experience in the field.

4.3.1.2. Vendor should list all references and/or examples for previous experiences in deploying and creating Cyber Security Risk Programs. Vendor should include any applicable documentation pertaining to these Cyber Security Risk Programs.





AT&T Response:

During negotiations or presentations, your AT&T account team will secure customer references.

Most AT&T customers do not wish to be contacted directly and must specifically agree to be references. If you request specific customer references, your AT&T account team may arrange meetings between approved references and prospective customers and will provide that information during negotiations. So, your account team will work to arrange the customer meeting or to supply you with direct contact information.

Because we protect our client information, you can rest assured that your information will also be protected.

4.3.1.3. Vendor should provide resumes for staff that will be responsible for overseeing and completing the work on this contract.

AT&T Response:

Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. The required documentation will be furnished if AT&T is your vendor of choice.

4.3.1.4. Vendors should provide staff with the appropriate background, education, and experience to address all components and phases of the project.

AT&T Response:

Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. The required documentation will be furnished if AT&T is your vendor of choice.

4.3.2. **Mandatory Qualification/Experience Requirements** - The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply. With mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where





appropriate. The mandatory qualifications/experience requirements are listed below.

- 4.3.2.1. Vendor must have fully implemented a Cyber Risk management program within an organization of similar size and complexity or larger.

AT&T Response:

AT&T has developed and implemented Information / Cyber Risk Management Program within organizations of various sizes and complexities. This has includes evaluating against a baseline standard, developing a program strategy and roadmap, and implementing that roadmap. In some cases, organizations have outsourced parts of their program to AT&T and in others we have helped implemented internally, governance structures, risk management program, compliance and policy management programs, incident response, security awareness and training, identify and access management, key technical implementations, and security operations centers.

- 4.4. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

- 4.4.1.1. The vendor will discuss their approach for developing a comprehensive implementation plan or "roadmap" that sets out goals, identifies priorities, and provides a process for managing and measuring progress.
- 4.4.1.2. The vendor will discuss each phase or major milestone listed in the following paragraphs and subparagraphs: 1.2.1.1-1.2.1.7
- 4.4.1.3. The State will ask clarifying questions regarding the Vendor's submitted technical response.
- 4.4.1.4. Oral Presentations will be conducted at the Agency's facility provided by the Agency. Vendors should plan to provide their own media and demonstration hardware and, if preparing handouts, should prepare a number equal to the number of convenience copies of their Proposals supplied on the Bid Opening Date, unless specifically advised by the Agency otherwise.





AT&T Response:

AT&T has read and understands.

SECTION 5: VENDOR PROPOSAL

- 5.1. **Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. **Proposal Format:** Vendors should provide responses in the format listed below:
 - 5.3.1. **Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
 - 5.3.2. **Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 - 5.3.3. **Table of Contents:** Clearly identify the material by section and page number.
 - 5.3.4. **Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.
 - 5.3.5. **Proposal Submission:** All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.





SECTION 6: EVALUATION AND AWARD

- 6.1. **Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. **Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

AT&T Response:

AT&T understands and reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest any award made in connection with this RFP or its subject matter.

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

Approach & Methodology to Goals/Objectives (§ 4.2.1) (40) Points Possible

Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) (5) Points Possible

Qualifications and experience (§ 4.3)

Qualifications and Experience Generally (§ 4.3.1) (10) Points Possible

Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) (5) Points Possible

Oral interview (§ 4.4) (10) Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible





Total Proposal Score: 100 Points Possible

- 6.3. **Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- 6.4. **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.
- 6.5. **Proposal Disqualification:**
- 6.5.1. **Minimum Acceptable Score ("MAS"):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.
- 6.5.2. **Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.
- 6.6. **Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

- 6.7. **Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then





multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: Lowest Cost of All Proposals / Cost of Proposal Being Evaluated= Cost Score Percentage

Step 2: Cost Score Percentage X Points Allocated to Cost Proposal= Total Cost Score

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 - \$1,000,000 / \$1,000,000 = Cost Score Percentage of 1 (100%)

Step 2 - 1 X 30 = Total Cost Score of 30

Proposal 2: Step 1- \$1,000,000 / \$1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)

Step 2- 0.909091 X 30 = Total Cost Score of 27.27273

- 6.8. **Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §SA-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1- 6.3.d.

AT&T Response:

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

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained





herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

AT&T Response:

AT&T submits this RFP response subject to the specific exceptions and additional information provided in the Response.

Notwithstanding anything contained in this RFP 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 RFP. 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 RFP.

The Terms and Conditions which are contained within this RFP 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 RFP 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 RFP. 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 RFP, AT&T will work cooperatively with the **State of West Virginia** to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer.

AT&T Corp.
(Company)

Elizabeth Spradlin/ Client Solutions Executive
(Representative Name, Title)

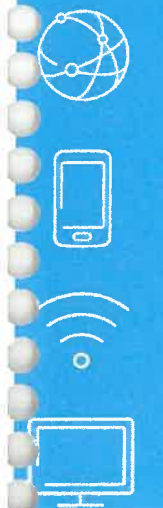
Elizabeth Spradlin





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

8/29/2019
(Date)





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.

DEFINITION'S:

"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 exceed 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 Corp.

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this _____ day of _____, 20__

My Commission expires _____, 20__

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/1912018)





STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(f), 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: [Signature] 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

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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.

Pursuant to W Va. Code § 60-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

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

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.



"Interested party" or "Interested parties" means:

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

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 60-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

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

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

AT&T Response:

This requirement does not apply to publicly traded companies listed on a national or international stock exchange.





West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

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

1. Subcontractors or other entities performing work or service under the Contract
 Check here if none, otherwise list entity/individual names below.
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
 Check here if none, otherwise list entity/individual names below.
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)
 Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____

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

Taken, sworn to and subscribed before me this _____ day of _____





Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised June 8, 2018





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

State of West Virginia
 Request for Proposal
 10 - Consulting

Proc Folder: 609025

Doc Description: Addendum 2-Cyber Security Program RFP (OT19152)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-21	2019-08-29 13:30:00	CRFP 0210 ISC2000000001	3

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:

ATT 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 # 134924710

DATE 8/29/2019

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.02 issued to publish and distribute the attached information to the vendor community.

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the "Agency") to establish a Cyber Security Risk Program per attached documents.

NOTE: Online responses to this solicitation are prohibited. Please see the Instructions to Bidders in Section 2 for proposal submission.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cyber Security Risk Program	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
Cyber Security Risk Program

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Post implementation Consultant	1000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
Post Implementation Consultant

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid is being removed per Addendum 02	2019-08-01
2	Question Deadline by 4:00 pm	2019-08-19

SOLICITATION NUMBER: CRFP ISC2000000001

Addendum Number: No.02

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

CRFP ISC20000001
Cyber Security Program
Vendor submitted Questions and Agency Responses
08/19/2019

Q 1. Proposal Reference: Section 4.2.1.4 Governance, Risk, & Compliance (GRC) Tool Solicitation
Section 4.2.1.4.1, Section 4.2.1.4.2

Relevant Proposal Content: In 4.2.1.4, WV states, "Vendor should assist WVOT in developing a solicitation to obtain a GRC tool..." "Ultimately, the tool solicitation should be focused on the procurement and implementation of a tool designed to directly support the Cyber Risk Service."

In 4.2.1.4.1, WV states, "(Vendor will not be permitted to bid on this solicitation it helps to develop and is also prohibited from serving as a subcontractor to the vendor that is awarded a contract thereunder.)"

In 4.2.1.4.2, WV states, "Implement the governance tool to support future assessment."

Question: The Section 4.2.1.4.1 guidance cited, advising the vendor assisting with developing a GRC Tool solicitation is not permitted to bid on that solicitation or serve as a subcontractor to the vendor awarded the subsequent contract, contradicts the Section 4.2.1.4 and Section 4.2.1.4.2 guidance cited, advising the vendor should assist in developing a GRC Tool solicitation and implement it.

A 1. The State is looking for the winning vendor to assist in implementing the policies and procedures for the GRC tool and how it works into the Cyber Risk Program. Not implement the tool from a technical perspective. The specifications will not be modified.

Q 2. Proposal Reference: Section 4.3

Relevant Proposal Content: In section 4.3, WV states "Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.)"

A 2. The Project Manager responsible for managing the similar project that the vendor implemented.

Q 3. Proposal Reference: Section 4.1.3.2

Relevant Proposal Content: In section 4.1.3.2, WV states "Vendor should list all references and/or examples for previous experiences in deploying and creating Cyber Security Risk Programs. Vendor should include any applicable documentation pertaining to these Cyber Security Risk Programs."

Question: How many client references need to be included in the response?

A 3. There is no set number. A number which shows that the Vendor is competent in building Cyber Risk Programs.

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Q 4. Section 4.3.2.1 mentions “Vendor must have fully implemented a Cyber Risk management program within an organization of similar size and complexity or larger.”. Can you better describe what is meant by "fully implemented" as well as organization "complexity"? It appears that if the vendor has not performed services the meet this criteria, then we will be disqualified from this RFP, is that correct?

A 4. The term “Fully Implement” means the Vendor managed the project from planning to implementation and then successfully left the project in a position where the client could move forward by themselves.

Q 5. Would the West Virginia Department of Administration extend the due date out to September 12, 2019?

A 5. No

Q 6. What is the makeup of stakeholders/decision makers? How are the agencies represented? What is the intention of key stakeholder feedback and input into the program? How does WVOT envision soliciting feedback from supported agencies?

A 6. Stakeholders would be identified by the Vendor plan. Examples: Agency Directors or designees, technical staff, and business-level staff.

Q 7. Is the winning vendor expected to interact directly with each of the 210 entities?

A 7. No.

Q 8. Is there an estimate of the number of critical assets in each agency?

A 8. No

Q 9. Are most agencies and locations in the Charleston area?

A 9. Yes, headquarter locations are in Charleston. However, some agencies have regional offices/locations.

Q 10. Can you estimate the number of business processes for each agency?

A 10. No

Q 11. Of the 200 “services” employees, how many are responsible for security?

A 11. Twelve (12)

Q 12. In Section 4.2.1.1.3, what is meant by “tiering”? Does this mean consideration for small, medium, and large entities?

A 12. Tiering should be based off size (small, medium, large agencies) as well as the amount of critical systems an agency might have. Some agencies have no critical systems or data, while others have a large volume.

Q 13. Please provide an approximate number of West Virginia state’s departments and agencies that this Cyber Risk Program will apply to?

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A 13. All Departments and agencies within the Executive branch. That's approximately 8 departments and 208 subsequent agencies within the departments.

Q 14. If possible, based the list of departments and agencies, how many are large versus small (approx. number / percentage split)? (for e.g., in terms of number of enterprise applications, number of IT assets, number of employees, number of end-users, etc.)

A 14. Unable to determine that information. General statistics on agency staffing can be found on their individual websites. A directory and organizational chart can be found at <https://www.wv.gov/Pages/StateGovernmentDirectory.aspx>

Q 15. Does WVOT already have an existing / documented IT risk or cyber security risk management methodology of some sort?

A 15. No

Q. 16 Does WVOT's cyber risk program need to align with or conform to specific industry standards such as NIST SP-800 series, ISO 27000 family, etc.? Please provide details, if relevant.

A 16. The State is looking at the vendor to recommend which framework should be followed. See 4.2.1.1.

Q 17. Would the Cyber Risk Program also expect Vendor to perform any technical assessments / testing as well to identify vulnerabilities and determine technical risks? (Examples include: vulnerability assessments, penetration testing, physical site reviews, etc.)

A 17. No

Q 18. Does WVOT currently have and maintain an IT risk register of some sort? Is it centralized or siloed? Please provide relevant details.

A 18. No

Q 19. Does WVOT have a dedicated team (or personnel) to run (execute) the Cyber Risk Program? If yes, approx. how many full-time employees is the team made up of? - please provide relevant details.

A 19. Currently there are 4 full-time staff devoted to the project, but WVOT does anticipate more based on recommendations by the Vendor

Q 20. Does WVOT expect Vendor to also support and execute on the Cyber Risk Program post Go-Live? (e.g. staff augmentation)

A. 20. The ultimate goal is for WVOT staff to maintain the program at the close of the project.

Q 21. In addition to ongoing risk reporting and dashboards, what other levels of periodic reporting and ongoing monitoring is expected:

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Within WOT?
Outside WVOT, i.e. non-IT stakeholders?
Please provide details.

A 21. Would be dependent on the recommendation of the Vendor and the Project Plan.

Q 22. Does WVOT already have an existing controls framework? If yes, is the framework and controls library based on an industry standard such as NIST SP 800-53? Please provide details.

A 22. WVOT uses NIST SP 800-53 but the process is not formalized.

Q 23. Does WVOT already have existing Information Security (or Cyber Risk) policies and associated standards, guidelines, etc. documented? i.e., Will Vendor be expected to revise and/or refine existing policy documentation, or develop new policy documentation from scratch?

A 23. All policies can be found at <https://technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx>

Q 24. For Policy Management, is there already an existing workflow(s) for periodic policy review and approvals (e.g., for creating, updating, deleting, accepting/rejecting, and publishing policies content), or do workflows need to be developed?

A 24. See PO1000 on <https://technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx>

Q 25. Approx. how many stakeholders (including teams, titles, and roles) will need to be engaged during the policy review, finalization, and publishing phase?

A 25. This question depends on the Vendor's recommended communication plan.

Q. 26 Is third party risk management, including assessments of WV's third-party suppliers considered in scope for this RFP?

A 26. No

Q 27. Does WVOT already have an existing third-party risk management (also called, supplier risk management) framework with defined components, including vendor tiers, triage mechanism, assessment schedule, etc.?

A 27. No

Q 28. Does WVOT already have third party assessment questionnaires (such as risk assessment questionnaires) documented; else, will such questionnaires need to be developed as part of the implementation scope?

A 28. WVOT currently has none. These templates would need developed.

Q 29. Does WVOT currently have an authoritative IT Asset Inventory in place?

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A 29. No
Q 30. Is the WVOT IT Asset Inventory centralized or siloed at this time?
A 30. Each agency has their own inventory system.
Q 31. What solution/tool/platform does WVOT currently use for its IT Asset Inventory or CMDB (config. mgmt. database)?
A 31. Microsoft CRM, Oasis
Q 32. Have the assets already been classified into levels / values of some sort, based on criticality or risk?
A 32. No
Q 33. What technology platform / tool does WVOT currently have and use for system patch management and configuration management?
A 33. Microsoft SCCM
Q 34. Does WVOT or any of its larger agencies already own/use a GRC solution / tool / platform?
A 34. No
Q 35. To confirm, "Vendor will not be permitted to bid on the GRC Tool solicitation", i.e. GRC tool product software, licenses, resell, etc. Is this correct? [Ref: 4.2.1.4.1]
A 35. Yes
Q 36. If yes to the above question, Vendor will need to make assumptions for estimating the level of effort required to implement / configure / customize a typical GRC tool, fully knowing that actual implementation efforts may change depending on the selection and procurement of a specific tool.
A 36. The State is looking for the winning vendor to assist in implementing the policies and procedures for the GRC tool and how it works into the Cyber Risk Program. Not implement the tool from a technical perspective.
Q 37. To confirm, WVOT is still requesting Vendor to be able to "Implement the governance tool", i.e., consulting, system integration, configuration, professional services, and training / knowledge transfer, etc. Is this correct? [Ref: 4.2.1.4.2, .3, .4, and .5]
A 37. The State is looking for the winning vendor to assist in implementing the policies and procedures for the GRC tool and how it works into the Cyber Risk Program. Not implement the tool from a technical perspective.

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Q 38. Is WVOT also expecting Vendor to provide steady state maintenance and support for the GRC tool post Go-Live, i.e. “managed GRC”?

A 38. No.

Q 39. In CFRP RFP Section 4.2 Project Goals and Mandatory Requirements, paragraph 1 it states, “The framework must align with the cyber risk posture assessment program, enabling an “apples to apples” analysis for executive leadership.

- What are the details on your current “cyber risk posture assessment program”?

A 39. We currently do not have a program. The framework established must fit with the whole risk program being created by the vendor.

Q 40. Do you have a definition of a Critical Information Asset or is the vendor expected to provide?

A 40. Vendor should refine it based on input from WVOT, but yes, the Vendor will qualify the term.

Q 41. What regulatory requirements do you have to be compliant with?

A 41. Multiple agencies have different requirements: IRS 1075, CJIS, PCI, SSA

Q 42. Do you have a current security framework that you are leveraging?

A 42. The State is looking at the vendor to recommend which framework should be followed. See 4.2.1.1. (A16) WVOT uses NIST SP 800-53 but the process is not formalized. (A22)

Q 43. Is there a current risk management program in place? Are there defined and documented policies and procedures (either enterprise or local) in place supporting the program in place?

A 43. All policies can be found at <https://technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx>

Q 44. Are current cyber policy and procedures developed and managed at an enterprise level, agency specific or a combination of the two. Is there is a single authorizing agency for all policies and procedures?

A 44. WVOT and the Cybersecurity Office has authority to issue technology and cyber risk policies and procedures

A 45. Is a listing of security products currently within the environment available? Are there products to work with the GRC product solicitation defined in 4.2.1.4 or is product to be acquired to be ‘stand-alone’?

A 45. The winning Vendor will help the State make that determination.

Q 46. How many locations will be in scope?

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A 46. Physical locations? Unknown. Primarily, most agency headquarters are located in Charleston, WV.
Q 47. How many external Assessment: How many live Active External IP Addresses? (Please don't enter a "class C" or a Range - we need # of active IP's)
A 47. Not known/Not Applicable
Q 48. How many External Web Applications?
A 48. Not known/Not Applicable
Q 49. Number of Internal Assessment: How many live/Active Internal IP Addresses?
A 49. Not known/Not Applicable
Q 50. How many Email Domains in scope?
A 50. Not known/Not Applicable
Q 51. How many Perimeter Firewalls in scope?
A 51. Not known/Not Applicable
Q 52. How many Physical Assessment locations?
A 52. Not known/Not Applicable
Q 53. How many Wireless Assessment locations?
A 53. Not known/Not Applicable
Q 54. End Point Assessment: How many End Users/Devices for Policy Compliance?
A 54. See Section 4.1 of the RFP
Q 55. How many individual Policy, Process & Procedure Assessments are required?
A 55. Vendor will make recommendations
Q 56. Is WVOT seeking to host all their own tools/platforms or would a full managed solution such as the Verizon Risk Report or the Verizon Cyber Risk Program which can be customized to fit a clients needs including use of client owned tools and platforms be considered?
Q 56. This RFP is to find a vendor that will plan for, create, implement and ultimately turnover to WVOT personnel the Cyber Risk Program, as stated in Section 4.2.

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Q 57. Is the objective of the WVOT CRP to be both a Risk and Compliance program? These are normally treated as separate assessment program types and just want to clarify.

A 57. Risk is the primary objective.

Q 58. Section 4.2.2.5 describes “an industry standard framework, such as the Cybersecurity Framework, selected by the State of West Virginia.” Is there a Standard Framework that WVOT has selected or adheres to?

A 58. The State is looking at the vendor to recommend which framework should be followed. See 4.2.1.1. (A16) WVOT uses NIST SP 800-53 but the process is not formalized. (A22)

Q 59. Section 4.2.2.3.1 and 4.2.2.3.2 appear to be a “parent-child” hierarchy. For reporting and risk scoring is there a requirement for individual agencies and department level scores and recommendations, OR are you all seeking a single score?

A 59. Agency and department level scores, as well as a collective score/recommendation for the Enterprise.

Q 60. Also, should each agency have access to only their information and only the “parent” have access to all data/info, so there are specific agency/dept reports as well as an overall WVOT reporting? And are the requirements across all agencies the same, OR are there different compliance and risk requirements based on agency functions?

A 60. Each agency is different, has their own set of regulations, and information collected should remain confidential to other agencies being assessed.

Q 61. Are the Assessment time frames/cycles/inspection cadence the same for all WVOT agencies?

A 61. Determined by the proposal.

Q 62. Does WVOT have any specific qualifications, experiences, etc. that you are seeking from your vendor selection?

A 62. Yes, listed in the “Qualifications and Experience” section.

Q 63. When will answers to question be released? Will an extension be granted to allow vendors time to scope based on those answers?

A 63. No extensions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISC2000000001

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 checked="" 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

8/29/2019

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012