



State of West Virginia
Agency Master Agreement

Order Date: 2019-01-03

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: AMA 1300 1300 STO1900000003	Procurement Folder: 497618
Document Name: PCI Consulting Services	Reason for Modification:
Document Description: PCI Consulting Services	
Procurement Type: Agency Master Agreement	
Buyer Name: Shelly Murray	
Telephone: (304) 341-7089	
Email: shelly.murray@wvsto.com	
Shipping Method: Vendor	Effective Start Date: 2019-01-02
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2020-01-01

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: VS0000006375 EXPERIS US INC 100 MANPOWER PLACE MILWAUKEE WI 53212 US Vendor Contact Phone: (412) 222-5621 Extension: Discount Percentage: 0.0200 Discount Days: 10	Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US

Total Order Amount	Open End
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DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Shelly Murray

DATE: 2019-01-03

ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, Experis Finance, agrees to enter with the West Virginia State Treasurer's Office into an open end contract to provide PCI Consulting Services per the specifications, terms & conditions, bid requirements, Addendum No. 1 dated 10/16/2018, and the vendor's proposal dated 11/01/2018 incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000			HOUR	\$169.250000
Service From		Service To			

Commodity Line Description: PCI Consulting Services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	84120000			HOUR	\$215.000000
Service From		Service To			

Commodity Line Description: PCI Consulting Services

Extended Description:

STO1900000003	Document Phase Final	Document Description PCI Consulting Services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

All services shall be calculated and billed at an hourly rate. There will be two rates. One rate will be for offsite services (no requirement for QSA to be onsite), the other will be for onsite work (QSA at customer location(s)). There will be no billing or payments for anything other than the hourly charges.

Please provide the offsite and onsite rates; if Vendor does not intend to designate a fee for a specific item, mark it as "zero" cost. Areas that are not marked "zero" and do not include a fee, will be priced as "zero." Shaded areas shall not be completed.

Vendor understands that all services will be provided and billed for based upon actual hours and delivery order issued by the WVSTO or other Agency.

The hours provided are general estimates only and shall only be used for evaluation purposes. The WVSTO makes no guarantee to the actual quantity of services that will be required by the WVSTO or any other agency.

Year 1	Vendor Hourly Fee	WVSTO Hours	Agency Hours	Total
1. Offsite Services	\$ 169.25	0	20	\$ 3,385.00
2. Onsite Services	\$ 215.00	60	40	\$ 21,500.00
3. Total				\$ 24,885.00

Note: Based on our experience in successfully executing similar engagements, Experis has found that combining the Engagement Director, Engagement Manager and QSAs and providing a blended rate for the resources providing these services, is a best practice.

GENERAL TERMS AND CONDITIONS
West Virginia State Treasurer's Office

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Treasurer, or his designee, and approved as to form by the Agency's Counsel constitutes acceptance of this Contract made by and between the State of West Virginia, WV State Treasurer's Office ("STO") and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency"** means the West Virginia State Treasurer's Office ("STO").
 - 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 Deputy Treasurer of STO Purchasing/Director of STO Purchasing Division
 - 2.5. **"Award Document"** means the document issued by the Agency that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the STO Purchasing Division.
 - 2.7. **"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.
 - 2.8. **"Exempt"** means the solicitation/purchase is exempt from the requirements of the West Virginia Dept. of Administration - Purchasing Division.
 - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.
3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency and the Vendor. A request for Contract renewal should be submitted to the STO 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.

☐ **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 Agency and the Vendor.

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

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- ☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

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

- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of 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/Purchase Order will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

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

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

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

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

6. **EMERGENCY PURCHASES:** The STO Deputy Treasurer of Purchasing, or their designee, may authorize the purchase of 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 STO Deputy Treasurer of Purchasing, or their designee, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the STO from fulfilling its obligations under a One Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the STO 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/STO. The bid bond must be submitted with the bid.

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

- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the STO 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, W.Va. 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

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

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

- 8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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 the 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 the immediately 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 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000 per occurrence.

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

☒ **Cyber Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the STO Deputy Treasurer of Purchasing reserves the right to waive the requirement that the STO be named as an additional insured on one or more of the Vendor's insurance policies if he/she finds that doing so is in the STO'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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____.
This clause shall in no way be considered exclusive and shall not limit the Agency's right to pursue any other available remedy.

☐ Liquidated Damages Contained in the Specifications

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the STO 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 Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the STO. A Vendor's inclusion of price adjustment provisions in its bid, without express authorization from the STO in the Solicitation to do so, may result in bid disqualification.

- 13. 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 itemized invoices, in arrears.
- 14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and/or a State issued credit card, also known as 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)
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. 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 Treasurer's Office 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.
- 17. 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.
- 18. CANCELLATION:** The STO Deputy Treasurer of Purchasing Division 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 STO Deputy Treasurer of Purchasing Division may also cancel any purchase order or Contract upon 30 days written notice to the Vendor.
- 19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. 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.
- 21. 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 law.

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

- 22. 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.
- 23. 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. 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 STO Purchasing Division and/or Agency's Counsel as to form prior to the implementation of the change or commencement of work affected by the change. No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the STO Purchasing Division.
- 24. 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.
- 25. 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 the Vendor to the Agency 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.
- 26. 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, and any other government agency or office that may be required to approve such assignments.
- 27. 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.
- 28. 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.
- 29. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State Treasurer's Office may deem this Contract null and void, and terminate this Contract without notice.
- 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>.

- 31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are considered 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 and the Freedom of Information Act found in 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 STO Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal or document. The STO 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

- 32. LICENSING:** 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 STO Purchasing Division 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 an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency renders the initial payment to Vendor.

- 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.

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.

- 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.

- 37. PURCHASING AFFIDAVIT:** Vendors are required to sign, notarize, and submit the Purchasing Affidavit affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. The STO has adopted the use of this Affidavit while the

referenced W.Va. Code citation is not applicable to the STO. A copy of the Purchasing Affidavit is included herewith.

- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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.
- 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.
- 40. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:
- ☐ Such reports as the Agency/STO may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by the agency. Unless otherwise provided for upon Contract award, quarterly reports should be delivered to the STO Purchasing Division via email at purchasing@wvsto.com.
- 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.

42. JOINT PROPOSALS AND SUBCONTRACTING: Joint Proposals are not permitted. Subcontracting is permitted subject to STO authorization. The purchase order/contract shall be awarded to the Vendor submitting the proposal. The Vendor awarded the purchase order/contract shall be the sole point of contact with regard to the purchase order and shall be solely responsible for all matters provided pursuant to the purchase order/contract, including without limitation, any tangible or intangible items provided by a subcontractor or other party.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the (WV Dept. of Administration) Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:

In accordance with W.Va. Code § 5-19-1 et seq., and W.Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract

requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

- 45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically subcontractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties

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

Chris Wasilk

(Printed Name, Title)

100 Manpower Place, Milwaukee, WI 53212

(Address)

248.226.1224/ 414.332.9213

(Phone Number) / (Fax Number)

Chris.Wasilk@experis.com

(Email address)

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

Experis US, Inc.

(Company Name)

Chris Wasilk

Printed Name/Title

Date 10-31-2018

(Authorized Signature)

248.226.1224

414.332.9213

(Phone Number)

(Fax Number)

Chris.Wasilk@experis.com

(Email)

FEIN 39-1929719

November 1, 2018

Prepared for:

**The West Virginia State
Treasurer's Office**

PCI (Payment Card Industry) Consulting
Services—Technical Proposal

ARFP 1900000002

Technical Proposal



**Experis[™]
Finance**

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Within this proposal, Experis has included information we believe to be relevant for the recipient's evaluation. Accordingly, we provide this document for informational purposes only in the hope that Experis may be considered to receive your business. The information included herein is the exclusive property of Experis, and Experis expressly disclaims any and all liability in connection with such information.

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Title Page

Experis Finance
100 Manpower Place
Milwaukee, WI 53212



November 1, 2018

Ms. Shelly Murray
WV State Treasurer's Office
Attn: Purchasing Division
322 70th Street S.E
Charleston, WV

RE: PCI (Payment Card Industry) Consulting Services-ARFP 1900000002

Dear Shelly,

The Experis Finance US, LLC (Experis) response to West Virginia State Treasurer's Office (WVSTO) request for proposal highlights our strategy to deliver PCI consulting services. We take great pride in providing industry leading solutions for our clients and are excited to partner with WVSTO on this important project. Immersion in the changing world of work since 1948 has given us a deep understanding of the potential of people and the expertise in unleashing that potential to drive businesses forward.

We are excited about the continued partnership between WVSTO and Experis, and we are confident that our experience, expertise, flexibility, financial stability, and more will provide the most effective, cost-efficient solution. We welcome the opportunity to meet with you and discuss our proposal as you move forward with your selection process. We look forward to continuing our relationship with you.

Thank you for inviting us to submit this proposal. We welcome the opportunity to discuss our proposed team, experience, and approach as WVSTO moves forward in your selection process. If you have any questions regarding our response to this proposal, please reach out to David Palladino.

Sincerely,

David Palladino
Business Development Director
T: 724-944-1066
F: 412-291-3086
david.palladino@experis.com

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Attachment A: Vendor Response Sheet

Section 4

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing 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.

Vendor Response:

Experis Firm and Staff Qualifications

We are a consulting firm that does not engage in financial statement attestation services. No limitations, constraints, or conflicts exist that may restrict or prevent us from providing these services. We were founded as an independent alternative to public accounting firms. Our firm is uniquely qualified to deliver PCI consulting services to WVSTO based upon the following key differentiators:

- **Expert-level, Industry-Leading Professionals**—Our experienced professionals average over fifteen years of hands-on experience, and hold many designations: including Qualified Security Assessor (QSA), Certified Internal Auditor (CIA), Certified Information Systems Auditor (CISA), Certified Information Systems Security Professional (CISSP), Certified in Risk and Information Systems Controls (CRISC), Project Management Professional (PMP) and Certified Fraud Examiner (CFE), as well as Certified Public Accountant (CPA) licenses, and many others. As necessary, we assign Subject Matter Experts (SMEs) who ensure that appropriate expertise is involved. With thousands of professionals across our organization, we can fill virtually any position required for WVSTO's engagement, either as a team or independently.
- **Culture of Flexibility**—WVSTO requires a partner that understands your business, its origins, and prior relationships, as well as the competencies of your teams and future growth strategies. Our service model is completely flexible to balance timing, resources, and your business objectives to meet and exceed expectations. We are a consulting firm that does not engage in financial statement attestation services. No limitations, constraints, or conflicts exist that may restrict or prevent us from providing these services. We were founded as an independent alternative to public accounting firms. Our firm is uniquely qualified to deliver PCI consulting services to WVSTO based upon the following key differentiators:
- **Financial and Corporate Stability**—An important distinction for our firm is the powerful backing of our parent company, ManpowerGroup, a Fortune 500 company. The combination results in one company with the resources of three of the most successful brands in talent management and project solutions.

Experis Staffing Plan for WVSTO

For this engagement, David Palladino, Business Development Manager, will be responsible for managing the overall West Virginia State Treasurer's Office (WVSTO) relationship. David will maintain open communication with WVSTO to enable a true partnership. He will also facilitate the overall coordination of each engagement at no cost to WVSTO. Further, David will be supported by a technical delivery team.

The structure of Experis' technical delivery team is designed using experienced professionals in all roles.

- **Engagement Director** —This person ensures a smooth and efficient project start-up, provides thought leadership, and oversees progress of work being performed by the Experis team. They oversee their practice group and are responsible for assembling and assigning a team to handle each project relationship, including identification and coordination of our resources. In addition, engagement directors are responsible for overall engagement planning, management of engagement objectives, quality control, and adherence to engagement timing and cost requirements.
- **Engagement Manager** —This person is responsible for project planning, coordinating required skill sets, and providing day-to-day supervision and detail review of the Experis work products. This person brings strong communication and interpersonal skills to effectively resolve the challenges, processes, and procedures within the project team. They also lead the performance of the solution processes and procedures. Lastly, this person reports internally to the regional director on project performance (services delivery, progress, economics, etc.). The trusted advisor mindset is engrained in this role, and represents the requested services with parties both internal and external to WVSTO.
- **Experis Security Professional(s) (QSAs)** — These individuals will perform specific tasks of the solution.

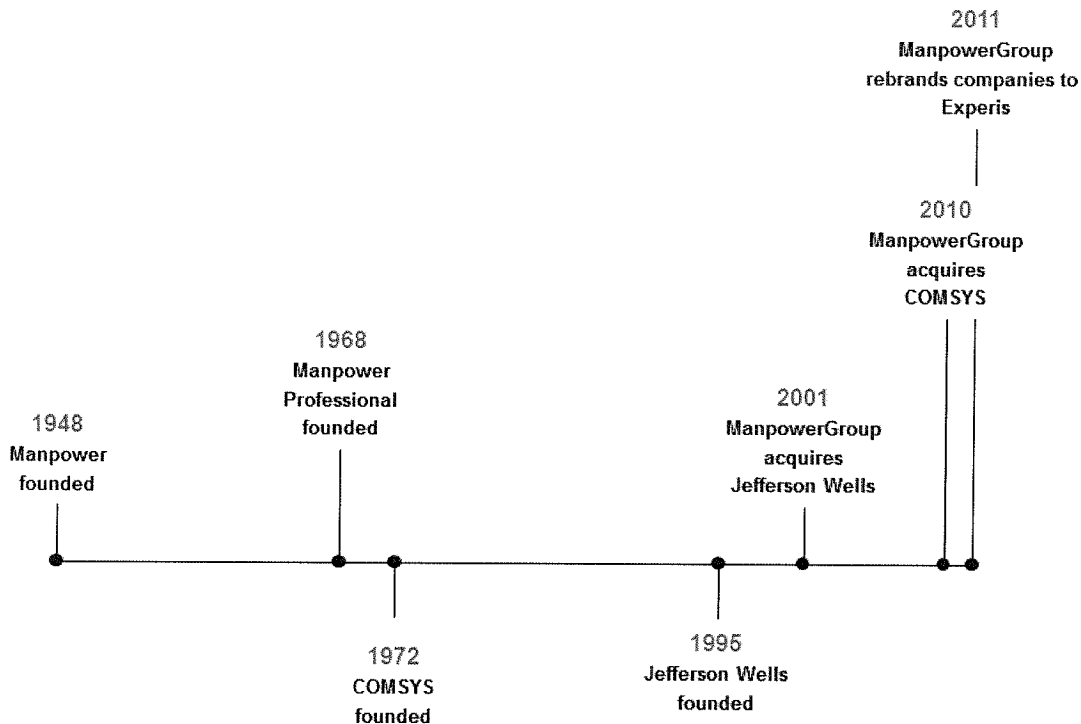
Our goal is to staff experienced professionals to perform the bulk of the requested services, supported by strong leadership and quality control through Experis' Service Quality Process (SQP). The benefit to WVSTO is a cost-effective, efficient, and value-added delivery of services that respects your valuable time and budget constraints. Please see **Experis Appendix A Staff Resumes** for the information requested.

Section 4.3, Subsection 4.3.1: *Vendor should provide an overview and history of its organization, including parent and/or subsidiary companies and the number of employees. Provide the address of the office location(s) that will service the WVSTO.*

Vendor Response:

Experis is a subsidiary of and is wholly-owned by ManpowerGroup (NYSE: MAN). Experis is the result of the strategic alignment of three of the most successful companies in talent management –Manpower Professional, Jefferson Wells, and COMSYS.

Experis' parent company has been a staffing industry leader since 1948.



Experis' history dates back to 1968, when Manpower formed Manpower Technical (later known as Manpower Professional) to address the growing need in the marketplace for temporary talent outside of the traditional office, clerical and industrial arenas. This division was established to specialize in skill sets such as engineering, drafting, and entry-level IT staffing.

Jefferson Wells, formerly Audit Force, was founded in 1995, beginning as an internal audit service and rapidly expanding to become a strong provider of internal audit, accounting, technology, and tax services. In July 2001, ManpowerGroup acquired Jefferson Wells. The Jefferson Wells organization was widely recognized as a high value alternative to national public accounting firms and financial staffing companies for a range of non-attest operating, consulting, and training solutions.

COMSYS was founded in 1972 and began as a regional business in the Eastern and Southwestern United States. Its competencies in IT staffing and consulting services had been the driving force of the organization since its inception, resulting in COMSYS becoming the largest pure-play IT staffing company in the country. In April 2010, COMSYS was acquired by ManpowerGroup to augment the existing capability and presence of Manpower Professional. Also with the COMSYS acquisition came TAPFIN, an organically grown division of COMSYS that is now the leading Managed Service Program (MSP) provider in the world. TAPFIN is now part of ManpowerGroup Solutions.

In April 2011, ManpowerGroup announced the rebranding of the organization that comprised Jefferson Wells, Manpower Professional, and COMSYS. The new brand, Experis, services all professional business through three distinct verticals: Finance, IT and Engineering. Today Experis has over 10,000 direct employees world-wide while ManpowerGroup employs over 25,000 globally.

Experis Finance Overview

Accelerating business results means capitalizing on the power of human potential and on pragmatic solutions that enable you to address issues, identify opportunities, anticipate risk, and make solid decisions faster. We've built a reputation for results-driven, innovative solutions that help companies create a competitive advantage. Our experts, best-in-class solutions, and experience are why more than 4,000 companies worldwide have turned to us with their business challenges. To learn more, please visit www.Experis.US/Finance.

We offer our clients the best of both small- and large-sized firms. We have the agility, responsiveness, efficient communication, and close relationship building of a small firm. We have the experienced and proven framework with solid expertise of a large firm. This combination allows us to deliver consistent results to our clients throughout the duration of our partnerships.

Our vision is to be our client's trusted advisor and provider for strategically integrating and optimizing business, IT, risk management, compliance and reporting processes to drive value while mitigating key risks. Experis Finance distinguishes itself in the market by providing experienced professionals that have specialized industry expertise through a flexible business model and a commitment to delivery excellence.

Section 4.3, Subsection 4.3.2: References: *Vendor should provide at least three references, if available, to which similar services were provided (See Exhibit A). All or none of these clients may be contacted by one or more members of the Evaluation Committee to determine the ability of the Vendor and the level of satisfaction with the Vendor. Furthermore, the WVSTO reserves the right to contact any person or entity it believes prudent in order to inquire about the Vendor. List should include the following information for each reference:*

- a. *Entity name and contract manager with current contact information;*
- b. *Start and End dates of services provided;*
- c. *List of services provided in comparison to those sought through this RFP.*

Vendor Response:

Experis is steadily performing PCI DSS 3.2.1 compliance assessments initiatives. Experis is viewed as a compliance partner with our clients and as such we experience multi-year engagements with them. Many of these relationships extend over five years. Experis is happy to provide the following references for WVSTO. In respect for our reference client's points of contact, Experis does request the opportunity to directly coordinate timing of all reference calls once WVSTO is ready to schedule these calls. At that time, we will coordinate calls with Florida's Turnpike Enterprise, New York City Department of Transportation, and Ohio Turnpike and Infrastructure Commission. We ask that you please contact David Palladino at 724-944-1066 to facilitate this process.

REFERENCE 1	
Name of Firm	Florida's Turnpike Enterprise
Contact Person and Contact Information	Freddy Guidotti (561) 488-5382 Freddy.guidotti@dot.state.fl.us
Type of Service Provided	<ul style="list-style-type: none"> • Level 1 Merchant PCI Compliance Validation • External Vulnerability Assessment • External Penetration Testing • Internal Penetration Testing
Term of Service	July 2014 through May 2018

REFERENCE 2	
Name of Firm	New York City Department of Transportation
Contact Person and Contact Information	Toni Turcici (212) 839-3175 tturcic@dot.nyc.gov
Type of Service Provided	<ul style="list-style-type: none"> • Level 1 Merchant PCI Compliance Validation • PCI Consulting Services, assisting with the completion of various Level 2 through Level 4 Self-Assessment Questionnaires
Term of Service	January 2017 through Present

REFERENCE 3	
Name of Firm	Ohio Turnpike and Infrastructure Commission (OTIC)
Contact Person and Contact Information	David Miller, Internal Audit Director (440) 234-2081 ext.11051 david.miller@ohioturnpike.org
Type of Service Provided	<ul style="list-style-type: none"> • PCI Thought Leadership • PCI Service Provide Contract Review • PCI Gap Analysis • PCI and Info Security Governance Development • PCI Assessment
Term of Service	March 2013-Present

Additional PCI Services Experience

Additionally, we have provided PCI services to a number of other clients, who are protected under Non-Disclosure Agreements (NDAs). We have provided brief overviews of a select few of these engagements below:

Local County Government

After an initial attempt to complete a self-assessment the County Government agency tasked with PCI compliance realized they needed assistance in correctly interpreting and addressing the PCI DSS requirements. Experis provided guidance with respect to reviewing their assessment process and validating their assessment conclusion by reviewing the evidence collected to validate requirements. Services provided included internal and external network penetration testing, web application penetration testing, and external and internal quarterly network vulnerability scanning. Remediation consulting and retesting were provided as needed to validate corrections.

Department Store Chain

After examining security operational practices, a department store chain engaged Experis to enhance security policies and practices. The Experis team developed policies and security operating procedures including incident response, log monitoring, and intrusion detection. Experis also provided annual internal and external penetration testing services to meet requirements of PCI DSS.

Home Improvement Stores

Experis was engaged to evaluate security architecture and test two web applications (Web retail and gift card purchase). Experis' testing team penetrated the environment and gained access to credit card data. Experis recommendations lead to short term compensating controls while the application was redesigned with OWASP security principals in mind. Subsequently, Experis assisted this same organization with a PCI DSS compliance gap analysis, which eventually led to closure of the gaps and a validation of PCI DSS compliance.

Cellular Company

Experis performed numerous security projects for a Large Cellular Company including security planning, device configuration assessment and PCI DSS assessment and consulting for several years now. In addition, Experis performed a variety of technical audit engagements as an audit co-source partner, including Sarbanes Oxley 404 compliance.

Health Care Services Company

Experis provides PCI DSS on site assessment services for a major health care service organization for several years now. The relationship began with a gap assessment. Experis worked with the company and its Acquirer to develop a remediation plan. Ultimately, all gaps were closed and PCI DSS compliance was achieved. Experis also provides this client Penetration and External Vulnerability (ASV) testing services.

Section 4.3, Subsection 4.3.3: *Explain any current or anticipated litigation, or other legal proceeding or government investigation, to which Vendor is a party.*

Vendor Response:

Experis is not a party to any litigation nor has any legal proceedings that will have a material effect on our finances or operations or affect our ability to provide service to our clients.

Section 4.3, Subsection 4.3.4: Vendor should provide a resume for each individual that will be directly involved as support staff for the WVSTO account. Include their experience in working with public entities and describe their anticipated roles with regard to WVSTO account as well as how many years in this industry and how many years with the company.

Vendor Response:

The Experis Project Management Team, which will guide the professionals assigned to the project, is organized in the following manner:

Role	Responsibilities
Department Project Sponsor (This is an WVSTO resource that is recommended by Experis to ensure project success)	<ul style="list-style-type: none"> Has ultimate authority over and is responsible for the project Provides overall vision and direction for the project Approves changes to the project scope Reviews and approves project deliverables Resolves issues requiring management attention Arranges access to appropriate Department personnel and material
Experis Engagement Director	<ul style="list-style-type: none"> Responsible for executive oversight and communication for all matters relating to quality, timeliness, and effectiveness Works directly with the Department Project Sponsor to ensure timely consideration is given to decisions, reviews, and evaluations Provides high-level status reporting and ensures that executive concerns are addressed and resolved Periodically reviews draft materials and recommendations Participates in key client meetings Provides subject matter expertise Serves as a resource for Experis' personnel
Experis Engagement Manager	<ul style="list-style-type: none"> Leads overall project, ensures timely completion of project objectives Directs the efforts of the Experis' team and is the primary contact for all project matters Ensures utilization of project management processes Develops and maintains project objectives and project plans Executes formal reviews and management reviews Tracks and resolves project-related issues Helps evaluate potential remediation items Tracks action items and budgets Communicates status of deliverables, issues, change requests, and budget

Role	Responsibilities
Experis Security Professional(s) (QSAs)	<ul style="list-style-type: none"> • Performs all field work, scanning and assessment activities • Executes initial drafts of all engagement deliverables • Is available throughout engagement duration and thereafter until Department is completely satisfied with project deliverables

Experis will assign a PCI certified QSA as the Engagement Manager and QSA professionals to this engagement within two (2) to three (3) weeks of receipt of a signed Statement of Work or on an agreed upon start date. We may also use resources from other Experis offices, as needed, during the course of the engagement.

Experis will assign Luis Porres as the Engagement Director for this engagement and either Jay Simonton or Paul Nielsen as the engagement manager. Professional Profiles/Resumes have been provided as part of Experis Appendix A. The QSA for this engagement or any ad-hoc agency requests will be assigned based on project timing and availability. Experis will make every effort to keep the QSA resources assigned consistent across all ad-hoc requests, subject to the timing of the request and the QSA's availability.

List project goals and objectives contained in Section 4.4, Subsection 4.4.1, et. al:

Section 4.4, Subsection 4.4.1: *The WVSTO is requesting proposals for a one-time engagement, which will review the work of its PCI Internal Compliance Group (Group). Vendor should describe how it will provide independent validation of the compliance work of this Group with a resultant report and appropriate recommendations for enhancement of the WVSTO compliance efforts related to the WVSTO payment processing infrastructure.*

Vendor Response:

Experis has accumulated a knowledge base and PCI compliance methodology to help WVSTO meet the PCI requirements regardless of whether you are just beginning the certification process or maintaining your certification. This flexible, multi-phased approach allows us to work with you to obtain the validation document required by PCI. This process entails determining and verifying the scope, identifying any compliance gaps, and assisting in gap remediation.

Experis understands that the WVSTO is seeking an independent evaluation of its PCI Internal Compliance Group in order to identify the strength and weaknesses of its Compliance Program as well as reviewing the Self-Assessment Questionnaire prepared for the current year's validation effort.

Experis will utilize the appropriate phases of our PCI DSS Compliance Methodology to evaluate the results of the SAQ. During the evaluation of the completed SAQ, Experis will interview key personnel and review key policy and process documentation in order to gain an understanding of the Internal Compliance Group's methodology.

Utilizing the processes of the Discovery phase of our Methodology, Experis will review and evaluate the scope covered by the SAQ in order to verify that Cardholder Data Environment (CDE) has been correctly identified and defined.

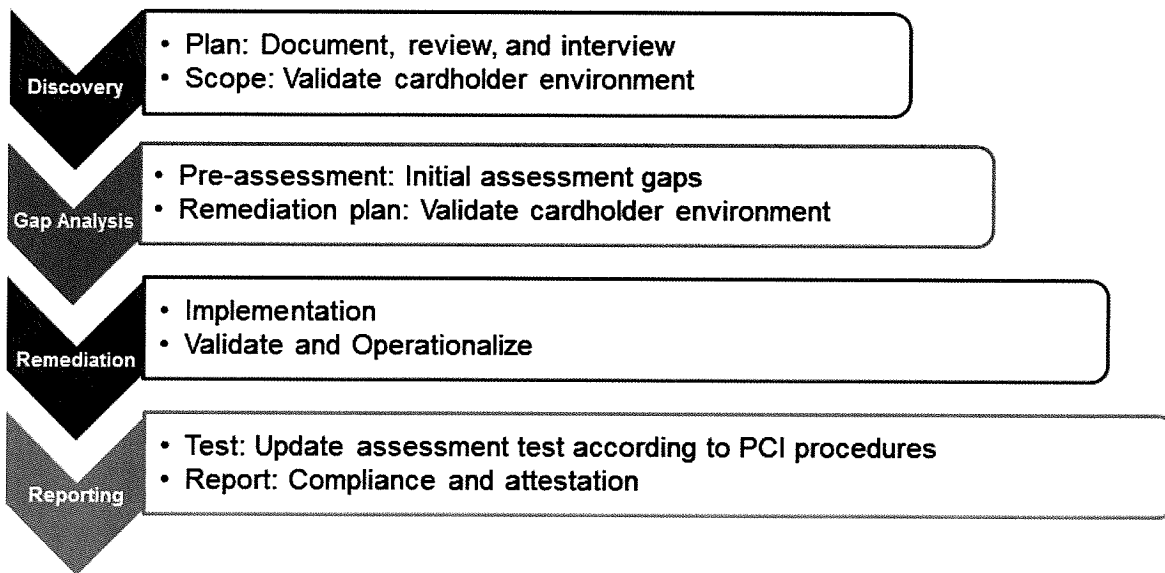
Utilizing the processes of the Gap Analysis phase, Experis will select a sample of individual requirements that span the 12 major compliance categories within the PCI DSS. Experis will evaluate the evidence collected by the Internal Compliance Group, in order to verify the conclusions reached by the Internal Compliance Group are correct. Experis will also examine any remediation efforts, or compensating controls to validate they were properly implemented and adequately address the relevant PCI DSS requirement.

Experis will review the Self-Assessment Questionnaire and the accompanying Attestation of Compliance to verify that they have been properly completed.

Experis will then compare the results of the SAQ evaluation to the Internal Compliance Group's assessment methodology in order to identify if any issues or gaps identified with the SAQ were the results of issues or gaps with the Internal Compliance Groups methodology.

Finally, Experis will document the results of the review process detailing any issues found, the impact those issue may have on the current or future compliance efforts, and recommendations for remediation. Experis will not be signing the SAQ or AoC nor will we be providing any attestation as to whether or not the WVSTO is compliant with the PCI DSS.

Overview of the PCI DSS Compliance Assessment process used by Experis



Discovery

Experis details and documents the cardholder data environment by developing a project plan that reflects the validated scope of PCI DSS.

- **Develop Project Time Line**—The objective of this element is to assemble a high level project time line that documents the major project milestones, roles, and responsibilities, and establishes a communications plan (status updates, meetings, etc.) to address project related issues. Once the scope is validated, this plan may be updated to reflect logistics and scheduling constraints discovered during this phase.

- **Define the Cardholder Data Environment**—The objective of this element is to clearly identify the cardholder data environment (applications, databases, servers, workstations, network devices, and authentication systems). Deliverables include: Validated scope; work breakdown, updated project plan based upon validated scope; composite project work plan (includes communications, issue management, roles and responsibilities, timeline etc.); and a scoping summary document. The scoping summary provides guidance on which portions of the business and technology will have to be included in the scope of PCI compliance efforts and includes recommendations for phase II efforts. We will:
 - Identify how the business accepts credit cards (both electronic and hardcopy)
 - Map the credit card data flows from the input points through transmission, through processing, to storage and to workstation endpoints
 - Document PCI compliance in-scope physical and technology assets
 - Document recommendations on how to reduce the size of the current credit card holder data environment

Gap Analysis

The objective is to understand and document the cardholder data environment, and develop a project plan that reflects the validated scope of PCI.

- **Assess Security Policies, Standards and Procedures**—The objective of this element determines the gaps between the PCI DSS and the current PCI-related security policies/standards. The IS policy and procedure review and IS risk assessment are also addressed in this section. Deliverables include a gap assessment report (with strategic and tactical recommendations) that correlates with the requirements of the PCI DSS. Experis will:
 - Compare the current security policies, standards and procedures related to PCI against the PCI DSS
 - Document PCI compliance gaps for policies and procedures
 - Validate gaps with client Subject Matter Experts (SMEs)
 - Document recommendations to assist in bridging the compliance gap
- **PCI-relevant IT and Security Operations**—The objective is to determine the gaps between the PCI DSS and the current PCI related Security/IT technology operations. Deliverables include a gap assessment report (with strategic and tactical recommendations—actual examples) that correlates with the PCI DSS. Experis will:
 - Review PCI-related IT and security operations using a walk-through of a random sample-based validation where operations (e.g. access authorization, change management, etc.) follow the documented procedures. All PCI-related operations will be covered.
 - Document PCI Compliance Gaps
 - Validate gaps with SMEs
 - Document recommendations to assist in bridging the compliance gap
- **Assess PCI-relevant Technology, Physical Assets, and Sites**—The objective is to determine the gaps between the PCI DSS and the current PCI-related security/IT technology configurations and physical site controls. Deliverables include a gap assessment report (with strategic and tactical

recommendations—actual examples) that correlates with the PCI DSS. To the extent the related components are in scope, the areas include such things as:

- Network architecture review
 - Application security review
 - Secure SDLC program review
 - Virtual infrastructure security assessment
 - Server configuration reviews
 - Firewall and router configuration reviews
 - VPN configuration reviews (note: If client has created cardholder data environment secure zones, the scope of these reviews can vary considerably)
 - Review the inventory identified in phase one and develop sample methods to minimize technology testing
 - Build test/assessment program based upon the results of the sampling
 - Review perimeter scanning results from ASV scans
 - Perform testing
 - Document PCI compliance gaps
 - Validate gaps with client SMEs
 - Document recommendations to assist in bridging the compliance gap
- **Gap Analysis**—The objective of this element is to analyze the results of gap assessments and provide both strategic and tactical recommendations to assist the client in reaching PCI DSS compliance in an efficient and cost effective manner. This includes:
 - Analysis of the results of assessment phases and aggregate recommendations
 - Validation of gaps and recommendations with SMEs
 - Draft executive summary and management reports for review
 - Reports updated, based upon observations
 - Presentation of final gap assessment report containing final executive summary and management report (example gap assessment and remediation reports are included as appendices)
 - Deliverables include:
 - Preliminary findings and recommendations for remediation that will meet PCI QSA audit requirements. Examples of PCI certified (or passing) solutions to gaps or templates of required documentation or configurations are included as applicable.
 - Executive summary and management reports (with strategic and tactical recommendations) correlated with the PCI DSS requirement.

Remediation

The objective of this element is to provide specific design requirements and/or configuration for technology and/or operations. (Experis may assist in remediation implementation as desired). These elements include:

- Provide remediation project tracking
- Assist with analysis and gap remediation (Experis can enhance specific design solutions such as policies, standards, operations, technology, etc.)

- Assist with performing design solution cost vs. benefit analysis

Deliverables include a tracking report in the format of the weekly status reports identified during the course of the remediation. These reports will include:

- Known areas of non-compliance that were included in final gap analysis
- Areas of the gap remediation that have been completed by client
- Areas of the gap remediation where actions are needed
- Control design validations completed

Reporting

Update Gap Analysis—The objective is to update the initial gap analysis to reflect the remedies implemented. Deliverables include an updated gap analysis reflecting remediation and operational effectiveness test results. Experis will:

- Analyze and document resolved gaps
- Update gap analysis to reflect the remediation performed
- Validate that the documentation is revised to reflect the updated environment in preparation for the RoC validated the cardholder data environment
- Validate current security/IT policies, standards and procedures, and test them against the PCI DSS
- Obtain PCI-related operations evidence (e.g., access controls, change management, backup, monitoring, etc.) and validate the results against the PCI DSS
- Obtain technology security configurations (e.g., applications, databases, OS, network devices, etc.) and validate the results against the PCI DSS

Reporting and Testing—The objective is to complete the PCI DSS as required including document PCI compliance gaps, validate gaps with SMEs, provide draft RoC for review, and present final RoC. Deliverables include:

- Preliminary RoC—Using PCI formats that detail areas that are not PCI compliant such as it would appear on the official QSA RoC
- Completed RoC
- Executive summary
- Detailed report with all of our findings/recommendations
- Compensating controls (if applicable)
- Attestation of Compliance (AoC)
- Final presentation

Final Steps

Experis will use the published PCI DSS security audit procedures as a foundation for the gap analysis so we can facilitate remediation tracking. These procedures are aligned with each requirement of PCI DSS. During the gap analysis, our approach is to validate the existence of a control rather than evaluate its

effectiveness in most cases. However, as controls become more mature in subsequent years, it is more common to test for effectiveness during this phase. During the reporting phase, the QSA validates the operating effectiveness of controls previously untested or recently remediated. Where appropriate, testing procedures may include various forms of testing such as inspection, observation or substantive testing that could reveal additional control weaknesses.

Section 4.4, Subsection 4.4.2: *The WVSTO desires to make available to agencies, PCI compliance consultation services to provide agencies with the knowledge and understanding regarding possible PCI compliance requirements. Vendor should describe how it will provide these consultation services, in an ad hoc manner, as requested and needed by agencies. The intent is to make PCI consulting services readily available to the agencies, for various possible reasons. While some may be seeking compliance verification, or assistance with compliance efforts, we anticipate some agencies may simply be attempting to determine what (if any) PCI compliance requirements may be applicable to them. Some of these engagements will be more about discovery than validation or remediation.*

Vendor Response:

Experis understands that there are approximately 70 state agencies that also have PCI Compliance requirements and may at times need the services of a QSA, and these services may range from simple inquiries to an actual validation of compliance.

Experis will engage with each agency as needed as a separate engagement. Experis will work with the agency's contact person to determine the agency's needs and provide a Statement of Work (SOW) defining the agency's requirements, the estimate of the time and resource effort required to complete the engagement, as well as how the services will be provided, either remotely or by providing on-site resources.

Section 4.4, Subsection 4.4.3: *Vendor should describe how it will ensure that PCI consultations for the agencies are always done in the context of their relationship with the WVSTO, and its technological methodology of utilizing the WVSTO payment infrastructure.*

Vendor Response:

Experis understands that there is a certain amount of synergy and interdependency between the WVSTO and the other state agencies, and that many of those dependencies and synergies may be due to the shared technology and payment infrastructure.

When engaging with the agencies, Experis, as part of the initial discussion to determine scope, will ensure that the extent of any reliance or dependency on existing WVSTO methodologies and infrastructure is identified and documented.

Section 4.4, Subsection 4.4.4: *Vendor should describe the degree to which its PCI consulting services is truly an 'in house' resource, which operates as a distinct entity, with dedicated resources and long term commitment of the vendor, to operate within the PCI consulting space. Please provide a general description of the PCI services unit, including size, time in existence, and breadth of operations and engagements.*

Vendor Response:

Experis has been a certified Qualified Data Security Company (QDSP)/QSA company since 2003 under Visa's CISP program, and since 2006 under the PCI Council. Experis is also an Approved Scanning Vendor (ASV) company since 2005. Currently Experis maintains a staff of eight (8) full time QSAs and five (5) full time ASV professionals.

For nearly fifteen years, we have provided PCI services to over five dozen clients—both merchant and service providers across multiple lines of business, including financial, hospitality, telecommunications, retail, oil and petroleum, and travel. Of these, more than two dozen clients have chosen Experis as their trusted advisor for PCI-related services for four-plus years. We have assisted our clients through the transition from Level 3 or 4, to Level 1 or 2; from SAQs to QSAs performing the ROC, and through several iterations of PCI DSS requirements. Each of these instances created challenges that were successfully addressed together. Overall, Experis has conducted hundreds of PCI DSS and related engagements.

Section 4.4, Subsection 4.4.5: *Vendor should describe the timeliness of engagement fulfillment and provide a 'best estimate' of the anticipated, typical amount of time between the start of an engagement, and the initial request for the engagement for both the one time engagement and potential agency engagements.*

Vendor Response:

Once the requirements and resources for an engagement have been defined and agreed upon, Experis will strive to begin the engagement as quickly as possible. Typically, Experis will assign a PCI certified QSA as the engagement manager and QSA professionals to this engagement within two (2) to three (3) weeks of receipt of a signed Statement of Work or on an agreed upon start date.

Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 4, Subsection 4.5:

Section 4, Subsection 4.5.1: *Vendor must provide a one-time assessment of the efforts of the PCI Internal Compliance Group, and the ongoing ad hoc consultations, for other agencies, by the same consulting team or PCI services unit, of the vendor.*

Vendor Response:

Experis has read, understands, and agrees to the WVSTO expectation that the on-time assessment of the Internal Compliance Group and any ah-hoc consultation for other agencies will be performed by Experis QSA resources from our Information Security Center of Expertise.

Section 4, Subsection 4.5.2: *Vendor must continuously have an 'in house' PCI consulting group, which will be responsible for both, the one-time WVSTO assessment, and the ongoing ad hoc consultations for other agencies. Out sourcing or contracting to third parties of either the one-time assessment, or the ongoing consultations will not be acceptable.*

Vendor Response:

Experis has read understands and agrees to the WVSTO expectation that Experis will maintain an "in house" PCI consulting group/practice. Experis has been a certified Qualified Data Security Company (QDSP)/QSA company since 2003 under Visa's CISP program, and since 2006 under the PCI Council. Experis is also an Approved Scanning Vendor (ASV) company since 2005. Experis does not outsource to or use third party contractors to provide any of our PCI related services.

Section 4, Subsection 4.5.3: *All services, including the one-time assessment and the potential agency consultations shall be done by individuals with current Qualified Security Assessor (QSA) certifications, with a minimum of one year's experience as a QSA.*

Vendor Response:

As a QSA, each of our staff has achieved a minimum of a bachelor's degree or a professional certificate. This degree is augmented by a minimum of five years security experience and at a minimum two years' experience with PCI, with many of our QSA having five or more years of PCI experience. Our security professionals average fifteen years of industry experience prior to joining our practice. As part of the QSA process, each professional undergoes an annual background check, completes a minimum required number of CPE hours, and successfully completes the annual requalification process.

Our professionals hold many industry-recognized certifications including QSA, CIA, CISA, CISSP, CRISC, PMP, and CFE, as well as CPA licenses, and many others. As necessary, we assign SME's, who ensure that appropriate expertise is involved in certain engagements. With thousands of professionals

across our organization, we can fill virtually any position required for the WVSTO engagement. Our professionals are known for their ability to grasp and analyze challenging client requirements and ability to work either on a team or independently to deliver exceptional results.

Our QSAs continually work across industries from healthcare to insurance, from general retail to petroleum, and many in between. This exposes our assessor to a variety of infrastructures that include virtualized environments, both hosted and outsourced call centers including various IVR and Call recording technologies. Our clients range from single stand-alone facilities to multiple remote locations across the country. These locations have included the “cookie cutter” site ranging to individually managed and decentralized environments.

Section 4, Subsection 4.5.4: Vendor shall complete and provide reporting and findings for the one-time engagement and each potential agency engagement.

Vendor Response:

For the on-time assessment of the Internal Compliance Group and any ad-hoc assessment requested by an agency, Experis will document the results of the review process detailing any issues found, the impact those issue may have on the current or future compliance efforts, and recommendations for remediation. In the case where an ad-hoc agency request consists solely of interrogatories, Experis will provide written documentation of the questions asked and answers provided.

SOLICITATION NUMBER: ARFP STO1900000002 PCI Consulting Services
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ARFP STO1900000002 PCI Consulting Services 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 (Attach Purchasing Affidavit)

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFP ST01900000002 PCI Consulting Services

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Experis US, Inc.

Company

Chlo Wasett

Authorized Signature

10/29/18

Date

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

WEST VIRGINIA STATE TREASURER'S OFFICE (WVSTO)



REQUEST FOR PROPOSAL (RFP) ARFP STO1900000002

for

PCI (PAYMENT CARD INDUSTRY) CONSULTING SERVICES

ADDENDUM NO. 1

RESPONSE TO VENDOR QUESTIONS

General Questions with Regards to the Onetime Assessment of the Internal PCI Group of the STO:

Question: Locations: number of and addresses?

RESPONSE: There are three locations and the addresses of these locations are as follows: 315 70th Street SE, Charleston, West Virginia, 25304; 322 70th Street SE, Charleston, West Virginia, 25304; and 1900 Kanawha Boulevard, Building 6, State Capitol Complex, Charleston, West Virginia, 25305.

Question: Number of IT Assets roughly?

RESPONSE: There are 23 IT assets considered in scope.

Question: Number of employees roughly?

RESPONSE: 137 employees completed the most recent security awareness training.

Question: Number of IT personnel on project?

RESPONSE: There are two (2) IT personnel on the project.

General Questions with Regards to the Ad-hoc Consultation Services for Other Agencies:

Question: Locations: number of and addresses?

RESPONSE: The number of locations and addresses of these locations is unknown and could vary greatly. Additional information regarding agency currency operating environment is available in Section 4.2 of the solicitation.

Question: Number of IT Assets roughly?

RESPONSE: The number IT Assets is unknown and could vary greatly. Additional information regarding agency currency operating environment is available in Section 4.2 of the solicitation.

Question: Number of employees roughly?

RESPONSE: The number employees is unknown and could vary greatly. Additional information regarding agency currency operating environment is available in Section 4.2 of the solicitation.

Question: Number of IT personnel on project?

RESPONSE: The number of IT personnel on project for another agency is unknown and could vary greatly. Additional information regarding agency currency operating environment is available in Section 4.2 of the solicitation.

Question: Will the responses to all questions be made available to all bidders?

RESPONSE: Yes, through the issuance of this addendum. All questions and corresponding answers received by potential Vendors are included herein.

Question: Will responses to all questions be provided with enough time to the submission date, to adjust the response if needed? If not will an extension for the submission be granted?

RESPONSE: The bid opening date remains 11/1/2018.

Question: What is the expected start date for this assessment?

RESPONSE: The expected start date for this assessment is as soon as possible for both the Vendor and the state. The WVSTO will be using these services for a general assessment of our ongoing compliance efforts, as an independent validation of the correction of those efforts. For the WVSTO, the next PCI Attestation deadline is June 2019. However, this deadline does not necessarily relate to the timing of the assessment.

For agencies, the expected start date for any assessment is unknown.
Assessments/consultation will be on an ad hoc basis by the individual agencies.

Question: What is the WVSTO's expectation with regard to completing the assessment?

RESPONSE: For the WVSTO, the QSA should review SAQ results and compliance efforts and provide feedback on the same. The WVSTO requests to see reports detailing strengths and weaknesses of the WVSTO's compliance.

For Agencies, expectations will be determined between the agency and the vendor as needed/requested.

Question: Will the QSA be required to be on-site for any portion of the engagement? If so is the Charleston location the only location to be visited?

RESPONSE: For the WVSTO, all locations involved are in Charleston. It is recommended that the QSA does come on-site to review and discuss the WVSTO's SAQ and compliance efforts.

For Agencies, one-site work will be determined between the agency choosing to use the service and the vendor based on each agency's individual needs.

Question: Does the current SAQ-D being filed by the WVSTO cover only the WVSTO or does it include any of the other approximately seventy (70) agencies.

RESPONSE: Yes, the SAQ-D filed by the WVSTO only covers the WVSTO and its compliance efforts as it pertains to the custom eCommerce System used by various agencies and for a single POS terminal used by the WVSTO.

Each agency is responsible for its own SAQ based on the types of payment processes it uses.

Question: What is the WVSTO's expectation with regards to the assessment of the PCI Internal Compliance Group? Is this to be a review of the SAQ being filed, or of the process the WVSTO uses to manage its PCI DSS compliance

RESPONSE: As stated in the answer to Question #4 above, for the WVSTO, the QSA should review SAQ results and compliance efforts and provide feedback on the same. The WVSTO requests to see reports detailing strengths and weaknesses of the WVSTO's compliance.

Additionally, there should be a review of the process the WVSTO uses to manage its PCI DSS compliance.

Question: Section 4.4.1 states "independent validation of the compliance work". Can you please expand on what the QSA is expected to Validate?

RESPONSE: The QSA is to review the WVSTO's PCI compliance efforts including related documentation, policies, procedures and environment along with the results of the most recently filed SAQ-D. Reports should be provided with results of the review including information regarding any deficiencies noted and/or recommendations for improvement.



State of West Virginia
Request For Proposal
Service - Prof

Procurement Folder : 497618

Document Description : PCI Consulting Services

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No			Version	Phase
2018-10-16	2018-11-01 13:30:00	ARFP	1300	STO1900000002	2	Final

SUBMIT RESPONSES TO:

WEST VIRGINIA STATE TREASURERS OFFICE
222 70TH ST SE
CHARLESTON WV 25304
US

VENDOR

Vendor Name, Address and Telephone

Experis US, Inc.
100 Manpower Place
Milwaukee, WI 53212
T: 724-944-1066

FOR INFORMATION CONTACT THE BUYER

Shelly Murray
(304) 341-7089
shelly.murray@wvsto.com

Signature X

FEIN # 39-1929719

DATE 10-31-2018

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

ADDITIONAL INFORMATION:

Addendum No 1 Is issued to address questions received prior to the question submission deadline of 10/11/2018.

bid Opening Date Remains: 11/01/2018 at 1:30PM (13:30) EST.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
	Question Submission Deadline	2018-10-11

STO1900000002	Document Phase Final	Document Description PCI Consulting Services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(l), 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: Experis US, Inc.

Authorized Signature: *Chris Wando* Date: 10/29/18

State of MICHIGAN

County of OAKLAND, to-wit:

Taken, subscribed, and sworn to before me this 29 day of OCTOBER, 2018

My Commission expires 08/16/2024, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

Rosalie E. Tugie
Purchasing Affidavit (Revised 01/19/2018)

Experis Appendix A: Staff Resumes

Functional Experience

- Information Security
- Payment Card Industry (PCI) Data Security Standard (DSS) Compliance and Remediation
- Attack and Penetration Testing
- Vulnerability Assessment and Management
- Sarbanes – Oxley (IT SOX)
- BCP/DR
- Policy, Procedure documentation and design
- Technical Project Management

Memberships

- Information Systems Audit and Control Association (ISACA) – NJ Chapter – Member
- (ISC)²

Certifications

- Payment Card Industry (PCI) Qualified Security Assessor (QSA)
- PCI Authorized Scanning Vendor (ASV)
- Certified Information Systems Security Professional (CISSP)
- Payment Card

Luis Porres, BA, CISSP, QSA, ASV, PCIP

Director, Information Security Center of Expertise

Biography

Luis (“Lou”) Porres is a Director with Experis’ Information Security Center of Expertise (ISCOE). Lou is responsible for managing Experis’ PCI Compliance and Validation Practice. As a QSA professional since 2006 Lou serves as the primary point of contact with the PCI Security Council and the Payment Card Brands. Working in IT since 1988, Lou has a comprehensive background in information security, IT support, and management, including operational management of LAN/WAN infrastructures, information security, preparation and management of project plans, departmental budgets, management of technical staff, evaluation of new technologies, and development and assessment of business continuity and disaster recovery programs.

Career Accomplishments

- Serves as subject matter expert (SME) for PCI compliance and validation services; responsible for maintaining firm-wide certifications as a QSA firm and ASV.
- Responsible for providing Quality assurance review for all QSA and ASV related reports of compliance and attestations.
- Managed several large PCI compliance assessments functioning as the lead QSA providing project management and oversight while performing and coordinating assessment services.
- Managed and conduct many ASV assessments including remediation resulting in the required quarterly attestations for our clients.
- Managed and conduct many Information Security assessments related to compliance with multiple regulatory requirements such as Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm-Leach-Bliley Act (GLBA), etc.
- Managed and conduct many vulnerability assessments including remediation of issues discovered. Information security assessments related to compliance with multiple regulatory requirements such as HIPAA, GLBA etc.
- Managed and conduct several information security policy assessment and development projects, evaluating existing policies and creating or updating policies as required to remediate issues.
- Managed IT components of several Sarbanes-Oxley (SOX) documentation and remediation projects for medical, electronics, and real estate industry clients, including domestic and international requirements.
- Managed multiple IT audit outsourcing/co-sourcing projects for clients in various industries.

Industry Professional (PCIP)

Education

- Rutgers University
 - BA, Computer Science

- Managed a business continuity plan development project for a Manhattan-based bond dealer.
- Conducted a comprehensive information security assessment and managed a business continuity plan development project for a major New Jersey mortgage firm (over \$9 billion dollars in loans).
- Managed development of a disaster recovery strategy encompassing mainframe, client/server, and networking technologies for a major global corporation with many diverse lines of business.
- Assumed a leadership role in the development and review of business continuity plans and strategies for several large insurance firms covering the entirety of their technology infrastructures.
- Wide range of experience working with multiple operating systems and protocols including AIX, Windows, Netware, Linux, TCP/IP, FTP, IPX/SPX, FDDI, Token-Ring, Ethernet, and Frame Relay.

Professional Experience

- Experis Finance – Director, Information Security Center of Expertise
- KPMG LLP – Manager, Risk and Advisory Services
- Ernst & Young LLP – Manager, Technology and Security Services
- Health Management Systems – Senior Manager Distributed Systems Support



Professional Profile

Dave Elliott

Professional – Information Security Center of Expertise

Executive Summary

Dave is a Data Privacy Subject Matter Expert and Security Professional with over 30 years of practical privacy, security and IT experience. He has a proven ability to understand customer problems and provide business solutions in adherence to policy, standards and regulatory constraints. His experience includes the design, deployment and management of privacy, security, access control, and other infrastructure solutions for large-scale public and private sector clients. He has experience performing privacy assessments and solution design for managed/shared security service environments, HIPAA privacy and security, security assessments under PCI DSS, and control design and operational assessments and testing under both US SOX and Japanese J-SOX regulations. Areas of specialization include data privacy and protection, identity management, managed security service design, policy and procedure analysis, standards development, and regulatory compliance.

Key Career Accomplishments

- PCI-DSS security compliance assessments for clients in banking, publishing, professional services, and healthcare in accordance with RoC and SAQ assessment criteria
- Performed Privacy Program consulting, including targeted business unit privacy assessments, for a global financial services leader; focusing on US, Canadian and EU jurisdictions and privacy practice requirements
- Assessed the privacy practices, policies and procedures of industry-leading online consumer health, asset management and browser/search services, including health record de-identification process consulting
- Performed HIPAA privacy program assessments for numerous healthcare providers, pharmaceutical vendors, insurers and their business associates
- Developed a customized application risk assessment methodology and HIPAA security compliance matrix for the WA Department of Labor and Industry
- Co-authored a white paper for a major international software firm entitled "Supporting HIPAA Compliance using Microsoft SQL Server 2008"
- Led the definition and design of shared security services for a large scale, multi-enterprise healthcare trust community, focusing on the privacy and security of patient health information. Responsible for identifying and resolving various policy issues related to privacy, security, and liability. This included documenting use cases, requirement analysis, design of complex authentication and role-based authorization services, and other data protection solutions
- Provided infrastructure and security consulting to government and private sector clients, providing use models, privacy and security policy analysis, and multi-vendor directory and messaging service integration. Primary deliverables included security and privacy policies, HIPAA/GLBA/SOX compliance, and vulnerability assessments
- Performed IT audits for both US SOX and Japanese "J-SOX" compliance, including both design and operational effectiveness testing for medium to large organizations with headquarters and subsidiaries in the US, Canada, and Japan
- Co-designed managed authentication and role-based authorization services, integrating multiple vendor solutions including MS Active Directory, Sun/iPlanet, Novell, PKI services, and the development of privacy/security policy and procedures.
- Developed and implemented a Young Offender records privacy solution for Canadian Federal Law Enforcement (RCMP)



Professional Profile

Professional Experience

- Experis/Jefferson Wells; Data Privacy SME, Information Security COE, Risk Advisory Services
- Data Privacy, Security and Business Analyst (Consulting)
- Sr. Business Privacy & Security Analyst - Sierra Systems Consultants, Aventail Corp
- Enterprise Service Analyst - Mannin Technologies, SPS Consulting, AGM Consulting
- Messaging, Directory and Security Consultant – Canadian Federal Dept. of Public Works, Health Canada, Federal International Trade Negotiations Office, Elections Canada
- Young Offender Records Privacy Consultant – Royal Canadian Mounted Police
- Supervisor of Computer Services – National Progressive Conservative Party, Canada
- Network Engineer – Canadian Embassies (Asia, Philippines, Caribbean, Central America)

Education, Certifications, Memberships

- Certified PCI Qualified Security Assessor (**PCI QSA**)
- Certified Information Privacy Professional (**CIPP/C/G/IT** including US government, Canadian and Information Technology-specific privacy certifications)
- Certified Information Systems Auditor (**CISA**)
- Member Int'l Association of Privacy Professionals (**IAPP**) and Information Systems Audit and Control Association (**ISACA**)

Functional Experience

- Payment Card Industry (PCI)
- PIN Security
- Information Security
- Risk Assessment
- Business Continuity
- Training

Industry Experience

- Banking
- Credit Union
- Healthcare
- Financial Processing
- Retail Merchant
- Utility

Systems Experience

- MS Excel
- MS Project
- MS Access
- Fusion VM
- Nexpose Rapid 7
- Nessus

Certifications

- CISA
- CISM
- CTGA
- QSA
- ASV

Education

- BS Business Administration

Jay C. Simonton, CISA, CISM, CTGA, QSA, ASV

Executive Summary

Jay is an Engagement Manager in the Experis' Information Security Center of Expertise (COE). He has over 30 years of IT experience. Jay specializes in Payment Card Industry (PCI) Data Security Compliance and Information Security. He brings a combination of experience and management working with financial institutions conducting audits and assessments utilizing guidelines from the FFIEC, as well as ANSI TR-39 for PIN processing networks around the country. Prior to Experis, he served in roles of Vice President and Director of IT for leading not-for-profit entities in their respective areas in the United States.

Business Experience

- Subject Matter Expert (SME) in Payment Card Industry (PCI) activities as conducted by Experis, Inc. Representative to PCI Council as an Authorized Scanning Vendor (ASV).
- Performed Payment Card Industry (PCI) and TR-39 related projects including on-site reviews, self-assessment assistance using Experis project management methodology. Conducted both annual and quarterly network scans required for PCI compliance.
- Has facilitated quality improvement teams to assist organizations reduce costs while improving the quality, integrity, and reliability of critical information systems and data; and, improving the efficiency and effectiveness of an organization's internal control environment.
- Conducted PCI-PIN and TR-39 assessments in multiple countries (Australia, Barbados, Slovenia, United States).

Employment History

Experis Finance	Engagement Manager	2004 – Present
Nearman and Associates	IT Audit Manager	2002 – 2004
Consumer Credit Counseling Service	Vice President, IT	1999 – 2001
Metro Atlanta Chamber of Commerce	Director, IT	1995 – 1999

Functional Experience

- Information Security
- PCI DSS Compliance and Remediation
- Attack and Penetration Testing
- Process documentation, design & re-engineering
- Technical Project Management
- Training development & delivery
- Forensics

Industry Experience

- Financial Services
- Retail
- Telecommunications
- Medical/Hospital
- Information Technology
- Service Providers
- Manufacturing
- Education
- Hospitality

Education

- PhD, Information Systems
- MBA, Telecommunications Management
- BAAS, Occupational Education

Paul Christian Nielsen, PhD

Executive Summary

Christian is an Engagement Manager in the Information Security Center of Expertise. He is responsible for service delivery for Information Security, on services ranging from Security Governance to Regulatory Compliance, Privacy and Cyber Security. He has an extensive background in systems and security management and application with over 30 years of experience. His experience covers a broad range of industries including finance, retail, medical, education, information and communications. Christian is experienced in planning, developing, deploying and managing large systems, networks and customer support capabilities. He is adept at identifying opportunities for enhancing operation efficiencies.

Business Experience

- Lead QSA audit for multiple verticals including financial, retail, advertising, service providers, hospitality and others.
- Hands on management, implementation and support of large scale enterprise data networks for a major telecommunications company.
- Performed hundreds of network technical assessments such as network architecture reviews, vulnerability assessments, firewall rule and implementation analysis.
- Performed dozens of detailed application vulnerability assessments and penetration tests.
- Designed, documented and assisted in the implementation of disaster recovery, business continuity and incident management programs for education, banking, communications and retail customers.
- Multiple years of successful project management implementing, documenting, reporting and tracking multi-year, multi-million dollar technical implementations.
- Experience creating technical educational and training material as well as delivering technical training at multiple levels within multiple organizations.
- Developed, customized and reviewed policies and procedures to meet business and regulatory requirements for dozens of companies.
- Acquired and performed forensic analysis of materials after breaches. Maintained proper legal custody and provided defensible evidence of intrusion dynamics including documentation of exfiltrated materials. Evaluated malware used in the breaches.
- Performed ISO 27001/27002 assessments and produced gap reports along with remediation recommendations.

Employment History

Experis Finance
Pathmaker Group
Verizon Communications
GTE

Engagement Manager, Information Security Center of Expertise
Director, Security Services
Sr. Member of the Technical Staff
Technical Group Manager

Certifications

Certified Information Systems Security Professional (CISSP)
Certified Cloud Security Professional (CCSP)
Payment Card Industry Professional (PCIP), Qualified Security Assessor (PCI QSA)

Functional Experience

- Regulatory Compliance (PCI, HIPAA, GLBA)
- Vulnerability Assessments
- Social Engineering ePhishing
- Penetration Testing
- Policy and Procedure
- IT General Controls
- Cybersecurity

Industry Experience

- Banking and Finance
- Healthcare
- Retail
- Insurance
- Technical Support
- Information Technology

Certifications

- Certified Information Systems Security Professional
- Certified Information Security Manager
- PCI DSS - Qualified Security Assessors
- PCI DSS – Approved Scanning Vendor

Education

- Bachelor of Science, Computer Science, Minor: Business Administration; University of Wisconsin-Eau Claire

Thomas Schleppenbach, CISSP, CISM, QSA, ASV

Executive Summary

Tom has 20+ Years of Information Technology experience and holds a Bachelor Degree in Computer Science from the University of Wisconsin Eau Claire with a minor in Business Administration. He has provided leadership, strategic information security guidance, support and technical mentoring for multiple security assessments and compliance reviews including organizations such as Health Insurance, County Government, Financial Institutions, Hospitals and hybrid entities. Tom has published several papers and written chapters for respected information security books. Tom has a strong working knowledge of computer system integration and networking including experience with numerous security solutions, vulnerability assessment tools, techniques and methodologies. Tom is also a CISSP awarded by (ISC)2, CISM awarded by the Information Systems Audit and Control Association (ISACA) and a Qualified Security Assessors (QSA) awarded by PCI Security Standards Council.

Business Experience

- Performed PCI RoC's (Report on Compliance) for organizations categorized as level one merchants to validate cardholder data security and test data security measures
- Performed a Security Governance assessment to determine an "As Is" state of Information Security Governance capabilities and determine how those capabilities align with ISO/IEC 27001/2 information security control objective domains.
- Performed social engineering e-phishing security awareness tests
- Performed internal, external, wireless and web application vulnerability assessments for organization across multiple industries
- Performed Information Security Compliancy reviews for the healthcare (HIPAA) and financial (GLBA) industries
- Performed IT Risk and HIPAA Gap Assessments using the NIST SP800 document standards, to verify implemented technology and security controls for organizations and information Systems
- Performed Information Technology General Controls Audits (ITGC), reviewing physical security controls, change management, operations management, vendor management, DRP/BC, network based controls, Incident response and administrative controls
- Performed Information Security Operational Plans defining strategic organizational security programs
- Drafted Information Security Policies and Procedures for organizations in the healthcare, financial and education industries
- Provided executive overviews to review strategic direction and to educate on emerging technologies

Employment History

Experis Finance	Consultant	2006 - Present
MPC	Sr. Information Security Advisor	2005 – 2006
Inacom Information Systems	Sr. Information Security Advisor	2001 – 2005
Goliath Networks	Director of Information Security	1998 – 2001
SPC / Softmart / Sitel	Network Systems Manager	1992 – 1998
Great Lakes Higher Education	Network Systems Engineer	1990 – 1992
PIC Wisconsin	Systems Software Engineer	1989 – 1990
Stenograph	Software Engineer	1987 – 1989

Functional Experience

- PCI DSS Compliance and Remediation
- Internal Audit
- Sarbanes-Oxley
- IT Controls
- ITGC
- Data Security
- Vulnerability Scanning

Industry Experience

- Public Utility (Energy, Telecom, & Water)
- Healthcare
- Banking
- Retail (Merchandise & Petroleum)
- Higher Education
- Travel

Systems Experience

- UNIX/Linux
- Windows
- MA Office Suite
- MS-Access

Certifications

- CIA
- CISA
- QSA
- CTGA
- Security+

Education

- BBA – MIS
- MBA – General Business

Wyndell C. Dykes, Jr., CIA, CISA, QSA, CTGA, Security+

Executive Summary

Wyndell is a Delivery Manager in the Experis' Information Security Center of Expertise (COE) with over 25 years of experience in IT, Security, and Audit. He holds CIA, CISA, QSA, CTGA, and Security+ designations. This professional's skill set covers personnel management, training class preparation and presentation, General Computer Controls, Application Processing Controls, Internal Audit, Payment Card Industry (PCI) Data Security Standards (DSS), Technical Guidance 3 compliance assessments (TG-3 [ANSI X9/TR-39-2009] PCI PIN for ATMs), Sarbanes-Oxley (SOX) Control Assessments, Data Center Reviews, Disaster Recovery and Business Continuity Planning, Information Security, and Facilities Security. He has developed risk-based audit plans, done hands-on testing and documentation of findings, and prepared final audit reports for submission to business unit clients. Professional maintains strong relationships with clients and senior technology managers. Technically, Professional is comfortable with UNIX/Linux, Windows, and Office Suite.

Business Experience

- Scoped, defined, and conducted domestic and international projects tailored to meet client needs. These projects include client requested technology audits (cloud application, database, operating system, network, mobile device, and physical security) and assessments using best practices and standards (e.g. Payment Card Industry DSS and PIN, Automated Teller Machine Industry, and ISO).
- Developed annual and quarterly risk based audit plans, managing and performing domestic and international audits including Sarbanes-Oxley assessments.
- Created and taught hands-on class "Using Microsoft Access for Data Analysis".
- Developed automated tests to confirm the accuracy of Information Technology contract billing resulting in dollar recoveries over \$500,000 from 3rd party vendors.

Employment History

Experis Finance	IT Consultant	2007 - Present
BellSouth Corporation	Manager – IT Audit	1998 – 2007
MedPartners Corporation	Manager – IT Audit	1997 – 1998
SouthTrust Corporation	Vice President/Manager – IT Audit	1995 – 1997
Southern Company	Senior IT Audit	1988 - 1995

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Services—Cost Proposal

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Cost Proposal



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