

CYBERSECURITY & PHYSICAL SECURITY ASSESSMENT REQUEST FOR PROPOSAL

(WVSOM and RFP #WVSOM-571)

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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia School of Osteopathic Medicine (hereinafter referred to as “WVSOM” or the “Agency”) is issuing this solicitation as a Request for Proposal (“RFP”), pursuant to the authority granted under W. Va. Code §18B-5-4, to solicit proposals from qualified vendors to provide comprehensive cybersecurity and physical plant security assessment services for WVSOM.

The RFP is a procurement method in which vendors submit proposals in response to a Request for Proposal issued by the Agency. This procurement method requires award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor’s technical proposal and a cost evaluation. This process is commonly referred to as a “best value” procurement.

Through their proposals, vendors shall present a comprehensive solution for conducting a full-spectrum assessment of WVSOM’s cybersecurity posture and physical security environment. Vendors should describe how their proposed approach will meet or exceed the requirements set forth in this RFP, including the ability to evaluate current risks and vulnerabilities, assess the effectiveness of existing security controls, analyze compliance with applicable standards and best practices, and provide prioritized recommendations for mitigation and improvement. The assessment should address both digital and physical threats, support WVSOM’s operational and safety needs, and ensure the long-term resilience and security of the institution.

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SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

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

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to WVSOM Department of Contracts and Procurement. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: March 13, 2026 at 4:30 PM.

Submit Questions to:
WVSOM – Contracts & Procurement Department
400 Lee Street North,
Lewisburg, WV 24901
Email: WVSOMBids@osteowvsom.edu

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any WVSOM personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the WVSOM is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below.

Bids submitted must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

Any bid received by WVSOM staff is considered to be in the possession of the WVSOM and will not be returned for any reason.

Bid Delivery Address and Email:
WVSOM – Contracts & Procurement Department
400 Lee Street North,
Lewisburg, WV 24901
Email: bids@osteowvsom.edu

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification.

Bid Opening Date and Time: April 13, 2026 at 3:30p.m

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will

be made by an official written addendum issued by WVSOM. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by WVSOM at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

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

12. **COMMUNICATION LIMITATIONS:** Communication with the WVSOM or any of its employees regarding this RFP/RFB during the RFP/RFB, bid, evaluation, or award periods, except through the Director of Procurement, is strictly prohibited without prior approval.

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

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

15. **WAIVER OF MINOR IRREGULARITIES:** WVSOM reserves the right to waive minor irregularities in bids or specifications.

16. **NON-RESPONSIBLE:** WVSOM reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."

17. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the RFP/RFB and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the Freedom of

Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

18. ACCEPTANCE/REJECTION: WVSOM may accept or reject any bid in whole, or in part if it is found to be in the best interest of WVSOM.

19. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-4 requires that the vendor submit a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$100 thousand. That disclosure must occur on the form prescribed prior to contract award. A copy of that form will be provided to the successful bidder to complete before contract award. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the WVSOM reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: WVSOM will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the WVSOM with a valid email address in the bid response.

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

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SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the WVSOM and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the WVSOM and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Chief Procurement Officer" or "Director of Purchasing" means the individual authorized to sign Purchase Order/Contracts.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of five (5) years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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.

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: Contract Term specified in RFP _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon receipt of a signed Purchase Order.

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/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

Construction: This Contract is for construction activity more fully defined in the specifications.

6. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

- CISM (Certified Information Security Manager)
- OSCP (Offensive Security Certified Professional)
- CEH (Certified Ethical Hacker)
- CISA (Certified Information Systems Auditor)
- CompTIA Security+ or equivalent

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

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

Vendor must maintain:

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

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

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State

as an additional insured for this type of policy.

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

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

8. WORKERS' COMPENSATION INSURANCE: 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.

9. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

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

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

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 of West Virginia, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: WVSOM 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. WVSOM may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

19. TIME: Time is of the essence regarding 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 laws, regulations, and ordinances.

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

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: Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by WVSOM and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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 WVSOM 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 WVSOM, and the Attorney General's office (as to form only), 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. 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 WVSOM, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the WVSOM's policies, procedures, and rules.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract.

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

31. 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. Upon request, the vendor must provide all necessary releases to obtain information to enable the Commission/Institution 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State/WVSOM 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/WVSOM 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, WVSOM, and shall provide the State and WVSOM 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.

35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and WVSOM, 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.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Commission/Institution affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

37. 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.

38. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-4 requires that for contracts with an actual or estimated value of at least \$100,000.00, the vendor must submit to the Commission/Institution 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 will be provided to the successful bidder. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

39. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

40. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment: The West Virginia School of Osteopathic Medicine (WVSOM) is soliciting proposals from qualified firms to provide cybersecurity and physical security assessment program focused exclusively on institutionally managed systems and employee related access controls.

4.1.1. Institutional Environment – All testing shall focus exclusively on institutionally managed systems and employee related access controls. Student facing systems, clinical or EHR platforms, and systems hosted outside of WVSOM's direct administrative control (including Banner Self Service hosted in Oracle Cloud) are excluded from active testing unless separate written authorization is provided. WVSOM operates in a hybrid IT environment consisting of:

- 4.1.1.1. Approximately 350 faculty and staff
- 4.1.1.2. Approximately 100 servers
- 4.1.1.3. Approximately 350 employee workstations
- 4.1.1.4. Approximately 40 network printers
- 4.1.1.5. Microsoft 365 for email and collaboration
- 4.1.1.6. Microsoft Azure infrastructure
- 4.1.1.7. Approximately 30 public IP addresses on premises
- 4.1.1.8. Approximately 10 public IP addresses in Azure
- 4.1.1.9. Internet facing VPN appliances and institutional web servers

4.1. Project Goals and Mandatory Requirements: The objective of this engagement is to establish a structured, recurring, and risk-based security assessment program that evaluates institutional security posture, identifies material risks, tracks remediation progress, and measures maturity improvement over time.

This engagement shall be non-destructive, operationally practical, and aligned primarily to the NIST Cybersecurity Framework (CSF). All services shall be conducted in a manner that is sensitive to WVSOM's obligations under HIPAA and FERPA, though formal compliance auditing under those frameworks is not within the scope of this engagement.

Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

4.1.1. Goals and Objectives – The project goals and objectives are listed below.

4.1.1.1. Years 1, 3, and 5 – Comprehensive Assessment.

4.1.1.3. Years 2 and 4 – Targeted Review and Validation.

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

4.1.2.1 Comprehensive Assessment for years one (1), three (3), and five (5).

Project Deliverables:

- Executive Summary;
- Detailed Technical Report;
- NIST CSF maturity scorecard;
- Prioritized 12–18 month remediation roadmap;
- Technical readout session with IT leadership; and
- Executive presentation to the President's Cabinet.

4.1.2.1.1. Government and Risk Management Assessment: The Vendor shall conduct a governance review aligned primarily with the NIST CSF. Scope includes:

- Information security policies applicable to employees;
- Workforce access governance;
- Privileged access oversight;
- Vendor and contractor access controls;
- Employee onboarding and offboarding processes; and
- Business continuity and disaster recovery planning.

Government and Risk Management Assessment Deliverables:

- NIST CSF maturity assessment with scoring across all five framework functions;
- Identification of control gaps; and
- Prioritized remediation roadmap.

4.1.2.1.2. Identity and Access Management Review: The vendor shall evaluate identity and access controls for faculty and staff accounts, contractor accounts, privilege IT accounts, and administrative service accounts. Scope includes:

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- Active Directory and Azure AD configuration;
- Multi-factor authentication implementation;
- Conditional Access policies;
- Privileged role assignments; and
- Account lifecycle management.

Identity and Access Management Review Deliverables

- Identity related risk findings;
- Privilege exposure analysis; and
- IAM improvement recommendations.

4.1.2.1.3. Infrastructure and Network Security Assessment: The vendor shall perform nondestructive evaluations including:

- External vulnerability scanning of internet facing systems;
- Internal vulnerability scanning of administrative networks;
- Network segmentation review;
- Firewall configuration sampling; and
- VPN configuration and exposure review.

External penetration testing shall be limited to internet facing VPN appliances and institutional web servers. Testing shall:

- Be nondestructive;
- Exclude denial-of-service testing; and
- Exclude full red team lateral movement exercises.

Banner Self Service hosted in Oracle Cloud shall be excluded from active exploitation testing unless separate written authorization is provided.

Security Infrastructure and Network Security Assessment Deliverables:

- Severity ranked vulnerability findings;
- External exposure summary; and
- Remediation prioritization.

4.1.2.1.4. Microsoft 365 and Azure Administrative Security Review: The vendor shall evaluate:

- Conditional Access configuration

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- Administrative role assignments
- Endpoint protection configuration
- Azure Virtual Desktop security controls
- Backup and recovery practices

Microsoft 365 and Azure Administrative Review Deliverables:

- Misconfiguration findings
- Administrative exposure analysis
- Cloud security improvement recommendations

4.1.2.1.5. Security Awareness and Phishing Program Review: WVSOM utilizes KnowBe4 for employee awareness training and phishing simulation. The vendor shall:

- Review governance and cadence of the phishing program
- Evaluate program reporting metrics and participation rates
- Benchmark program maturity against peer higher education institutions where possible
- Provide program maturity recommendations

The vendor is not required to conduct phishing campaigns.

Security Awareness and Phishing Program Review Deliverables:

- Employee Security Awareness Assessment Summary

4.1.2.1.6. Physical Security Assessment: The vendor shall conduct a limited, risk based onsite review of physical controls protecting IT infrastructure and administrative operations. The onsite visit is expected to require one to two business days. Scope includes:

4.1.2.1.6.1. Data Center / Server Environments:

- Badge access controls
- Key management
- Visitor logging
- Environmental safeguards
- Camera coverage

4.1.2.1.6.2. Administrative Areas:

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- Afterhours access controls
- Terminated employee access revocation process
- Protection of sensitive offices (HR, Finance, IT)

Covert intrusion testing and social engineering are excluded from this scope.

Physical Security Assessment Deliverables:

- Physical security risk summary
- Recommended improvements

4.1.2.2 Targeted Review and Validation for years 2 and 4. Vendor Shall:

- Review remediation progress from the prior comprehensive assessment year
- Conduct updated internal and external vulnerability scans
- Review changes to infrastructure, identity, and cloud posture
- Validate updates to incident response procedures

Targeted Review and Validation for years 2 and 4 Deliverables:

- Progress validation report
- Updated risk summary
- Executive briefing

4.1.3. Deliverables Summary

Deliverable	Comprehensive Years (1, 3, 5)	Validation Years (2, 4)
Executive Summary	✓	
Detailed Technical Report	✓	
NIST CSF Maturity Scorecard	✓	
Prioritized Remediation Roadmap	✓	
Technical Readout with IT Leadership	✓	
Executive Presentation to President's Cabinet	✓	
Progress Validation Report		✓
Updated Vulnerability Summary		✓

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Executive Briefing

✓

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

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

4.2.1.1. Minimum of five (5) years of experience providing cybersecurity assessment services to higher education institutions, healthcare organizations, or similarly regulated environment.

4.2.1.2. Demonstrated experience with at least three (3) engagements of comparable scope within the past five years; references required.

4.2.1.3. Prior experience with NIST CSF based assessments.

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

4.2.2.1. Proposed personnel assigned to this engagement shall hold relevant industry certifications appropriate to their role. Acceptable certifications include, but are not limited to:

- CISSP (Certified Information Systems Security Professional)
- CISM (Certified Information Security Manager)
- OSCP (Offensive Security Certified Professional)
- CEH (Certified Ethical Hacker)

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- CISA (Certified Information Systems Auditor)
- CompTIA Security+ or equivalent

4.2.2.2. Proposals shall identify the certifications held by each named personnel member assigned to the engagement.

4.3. Oral Presentations (Agency Option): The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

SECTION 5: VENDOR PROPOSAL

5.1. Economy of Preparation: Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

5.2. Incurring Cost: Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

5.3. Proposal Format: Vendors should provide responses in the format listed below:

5.3.1. Two-Part Submission: Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

5.3.2. Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

5.3.3. Table of Contents: Clearly identify the material by section and page number.

5.3.4. Response Reference: Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

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5.3.5. Proposal Shall Include:

- A detailed five-year engagement schedule;
- Estimated timeline for each comprehensive assessment year;
- Estimated timeline for each validation year;
- Onsite vs. remote assumptions;
- Required WVSOM staff participation and estimated time commitments; and
- Estimated duration (in weeks) for each phase.

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SECTION 6: EVALUATION AND AWARD

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

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) (#) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) (#) Points Possible

Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) (#) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) (#) Points Possible

(Oral interview, if applicable) (§ 4.4) (#) Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

Total Proposal Score: 100 Points Possible

6.3. Proposal Disqualification:

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- 6.3.1. **Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.
- 6.3.2. **Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder’s behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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Attachment A: Cost Sheet

ATTACHMENT A

COST SHEET

West Virginia School of Osteopathic Medicine

Cybersecurity & Physical Security Assessment

(RFP # WVSOM-26-571)

LUMP SUM ANNUAL COSTS

Contract Year	Assessment Type	Annual Lump-Sum Price
Year 1	Comprehensive Assessment	_____
Year 2	Targeted Review & Validation	_____
Year 3	Comprehensive Assessment	_____
Year 4	Targeted Review & Validation	_____
Year 5	Comprehensive Assessment	_____

TOTAL 5-YEAR CONTRACT COST: _____

ESTIMATED PROJECT TIMEFRAME FROM AWARD DATE

Milestone	Estimated Duration
Award → Project Kickoff	_____
Completion of Year 1 Comprehensive Assessment	_____
Completion of Year 2 Validation Assessment	_____
Completion of Year 3 Comprehensive Assessment	_____

Completion of Year 4 Validation Assessment _____

Completion of Year 5 Comprehensive Assessment _____

VENDOR INFORMATION

Vendor Name: _____

Address: _____

City, State, Zip: _____

Vendor Contact Name: _____

Phone: _____ Email: _____

CERTIFICATION

By signing below, the Vendor certifies that all pricing provided herein is accurate, complete, and inclusive of all costs necessary to perform the services required under this RFP.

Authorized Vendor Representative Signature: _____

Printed Name & Title: _____

Date: _____

EXHIBIT B
RFP# WVSOM-26-571
Cybersecurity and Physical Security Assessment
BID CERTIFICATION/SIGNATURE/ADDENDUM ACKNOWLEDGEMENT

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

(Name, Title)

(Printed Name and Title) (Address)

(Phone Number)

(email address)

2. CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through e-mail, I certify that: I have reviewed this RFP/RFB 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 Commission/Institution that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the RFP/RFB for that product or service, unless otherwise stated herein; that the vendor accepts the terms and conditions contained in the RFP/RFB, 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.

By signing below, I further certify that I understand the Commission/Institution is requiring the vendor to follow the provisions of WV State Code 5A-3-62 which automatically voids certain contract clauses that violate State law.

(Company)

(Authorized Signature) (Representative Name, Title) (Printed

Name and Title of Authorized Representative) (Date)

(Phone Number)

EXHIBIT C

**ADDENDUM ACKNOWLEDGEMENT FORM
REQUEST FOR PROPOSALS/REQUEST FOR BIDS NO.: 26009**

Instructions: Please acknowledge receipt of all addenda issued with this RFP/RFB 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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Company

Authorized Signature

Date

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