



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 ISCG0023

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - CHIEF FINANCIAL OFFICER
 1 DAVIS SQUARE
 CHARLESTON, WV
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/09/2006				

BID OPENING DATE: 08/23/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-43		
INTRUSION DETECTION SYSTEM (IDS) PER THE ATTACHED REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH SUPPORT ON AN INTRUSION DETECTION SYSTEM FOR THE STATE OF WEST VIRGINIA CAPITOL COMPLEX BACK- BONE, MONITOR A GIGABIT FULL DUPLEX INTERFACE CARRYING TRAFFIC BETWEEN THE CAPITOL COMPLEX BACKBONE AND THE WEST VIRGINIA STATE UNIFIED NETWORK, USING THE EXISTING SENSOR IDENTIFIED IN THE ATTACHED DIAGRAM, AND PROVIDE RAPID WARNINGS TO THE WEST VIRGINIA OFFICE OF TECHNOLOGY POINT OF CONTACT TO ALERT HIM/HER TO POSSIBLE NETWORK SECURITY THREATS PER THE ATTACHED SPECIFICATIONS. THE MONITORING SHALL COMMENCE WITHIN 30 DAYS FOLLOWING THE ISSUANCE OF THE PURCHASE ORDER TO THE SUCCESSFUL BIDDER. START DATES WILL BE ESTABLISHED BY CHANGE ORDER. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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<p>NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p>						

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<p>APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-</p>						

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<p>TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST</p>						

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<p>75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p>						

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<p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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	BUYER:			21		
	RFQ. NO.:			ISCG0023		
	BID OPENING DATE:			08/23/2006		
	BID OPENING TIME:			1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ ISCG0023 ***** TOTAL:						

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West Virginia Office of Technology

Intrusion Detection RFQ ISCG0023

008

A. Introduction

The successful vendor will partner with the West Virginia Office of Technology (WV-OT) on the support of an Intrusion Detection System (IDS) (24x7x365) for the State of West Virginia Capitol Complex backbone, monitor a Gigabit full duplex interface carrying traffic between the Capitol Complex backbone and the West Virginia State Unified Network, using the existing sensor identified in the attached diagram, and provide rapid warnings to the WEST VIRGINIA OFFICE OF TECHNOLOGY point of contact to alert him/her to possible network security threats.

B. Overview:

The West Virginia State Capitol backbone consists of nine Routers distributed around the Capitol complex and connected by a Gigabit fiber optical cable. The Router in the communication vault connects to the WVSUN network, and eventually to the Internet. The WVSUN network and backbone are protected from the internet by firewalls, but the host population inside of the firewalls is large, *and* includes Colleges, Universities, and libraries throughout the state. A diagram of this configuration is attached

The successful vendor will install an Intrusion Detection System (24x7x365) for the State of West Virginia Capitol Complex backbone, monitor the traffic flowing in and out of the backbone and the outside world, and provide warnings to the WEST VIRGINIA OFFICE OF TECHNOLOGY POC to alert him/her to possible network security threats.

C. Delivery: The monitoring shall commence within thirty days (30) days following issuance of a Purchase Order.

D. Contract: West Virginia Office of Technology is requesting a one (1) year contract with the possibility of two (2) one (1) year renewals for a total of three years.

E. Technical Requirements:

1. At the time of award of this contract West Virginia Office of Technology will designate an individual to be the primary point of contact for IDS and other network security related matters. This individual may temporarily or permanently appoint additional individuals to share these duties. These individuals are referred to in this document as the "West Virginia Office of Technology Points of Contact (POC)." A call-down order for POC notification will be provided by the WV-OT.

General:

2. The successful vendor will monitor the traffic between the Capitol Complex backbone and the West Virginia State Unified Network, and advise the West Virginia Office of Technology POC rapidly in the event of the detection of a possible network security threat.

West Virginia Office of Technology
Intrusion Detection RFQ ISCG0023

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3. The successful vendor shall comply with and document the following:

That they:

- a. Are a National Security Agency IAM (Information Assurance Methodology) certified provider. This organization is certified by NSA to carry out Critical Infrastructure Assessments based on the INFOSEC Methodology as laid out by NSA and NIST,
- b. Currently support no fewer than 50 locations, and in at least 20 of these installations are monitoring a Gigabit link.
- c. Have been in this line of business (intrusion monitoring and reporting) for no fewer than 5 years, and
- d. Have at least one (1) CISSP (Certified Information System Security Professional) on staff.

4. The vendor must provide a detailed notification and escalation procedure that ensures rapid involvement of senior management and technical personnel on problems and issues supporting the Dragon IDS. Please provide your notification and escalation procedures including time constraints between different steps.

5. From time to time, as requested by the West Virginia Office of Technology POC, the vendor shall scan the State's public Class B address space, including routers, fire walls, servers, and workstations, to identify security vulnerabilities. The vendor shall prioritize such vulnerabilities and advise the West Virginia Office of Technology POC of the vulnerabilities and appropriate remedial action. The vendor shall quote, as a separate line item, the fee for this service. Vendor shall provide both a summary and a detailed report to the West Virginia Office of Technology POC within seven days of the scan.

6. Upon request from the West Virginia Office of Technology POC, the vendor shall conduct a scan of the State's private Class A address space, or a Class B or Class C portion of it, including routers, fire walls, servers, and workstations, to identify security vulnerabilities. The vendor shall prioritize such vulnerabilities and advise the West Virginia Office of Technology POC of the vulnerabilities and appropriate remedial action. The vendor shall quote, as separate line item, the fee for this service. Vendor shall provide both a summary and a detailed report to the West Virginia Office of Technology POC within seven days of the scan.

7. Any transfer of data between IDS and the vendor's network operation center shall be protected by AES encryption at a minimum.

8. All network documentation, all captured data, and all information derived from these are confidential. Such data shall be stored only on secure systems in the West Virginia Office of Technology Communications Vault and/or secure systems in the vendor's Network Security Center. During transport, the data shall be protected by AES encryption. Captured data and all information derived from this data shall not be disclosed to any individual or entity except to the designated Office of Technology points of contact. Upon any other disclosure, the State may, at its option, terminate for cause. This shall

West Virginia Office of Technology

Intrusion Detection RFQ ISCG0023

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not limit in any way the additional actions which the State may take regarding the vendor's breach of contract. Upon termination of any contract resulting from this RFQ, under normal end-of-contract conditions, all data collected by the vendor about the State's network and network traffic will be returned or destroyed.

Software, Installation and Maintenance

9. The West Virginia Office of Technology will maintain a licensed copy of the Enterasys Dragon software and the current version of Red Hat Linux Operating System software.

10.. The West Virginia Office of Technology maintains one server loaded with the Linux OS, Dragon Sensor, Dragon Policy Manager, and replication agent. A second server is loaded with Linux OS and configured with the Dragon Event Flow Process, Real Time Console, and Forensic Tool

11. The vendor shall be responsible for updating any new software patches, maintenance, security updates (for the Dragon software and operating system), or updated attack signatures as they become available from the manufacturer. All changes necessary to preserve system security must be performed. The vendor shall notify the West Virginia Office of Technology POC of any and all maintenance work performed on the servers (patches, updates, etc)

12. The West Virginia Office of Technology POC will be notified 24 hours in advance when any maintenance procedure will be performed.

Hardware:

13. West Virginia Office of Technology currently maintains two Dell PowerEdge 1550 Servers (each server has the following configuration: 1.2 GHz processor, 512 MB RAM, 36GB 15,000 RPM Ultra 3 Hard Disk, Floppy Drive, CD Drive and Dual 100 Mb Intel NICs). These systems are to be utilized for system scans, as needed and requested by the West Virginia Office of Technology.

14. West Virginia Office of Technology's Technical Resource Center will provide hardware maintenance support for these servers.

15. West Virginia Office of Technology has installed a sensor at the point of connection between the State Backbone network and the WVSUN/Internet network.

Network Monitoring:

16. The vendor will, through his Network Security Center (NSC), monitor the IDS system continuously (24x7x365) and promptly advise the West Virginia Office of Technology POC of threats to network security in a timely manner appropriate to the threat. Prompt notification of severe threats or attacks-in progress must be given 24 hours per day, and, depending upon threat severity, the notification response time frame shall not exceed 15 minutes. See Notification and Escalations Procedures table in this document for additional details about vendor and State responsibilities.

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West Virginia Office of Technology
Intrusion Detection RFQ ISCG0023

17. The vendor will provide new real-time statistics on the Dragon IDS which cover both in-bound and out-bound connections, and detail source and destination IP addresses, as well as the overall activity on the network.

18. The successful vendor will work with the West Virginia Office of Technology POC to update and maintain appropriate rule sets for the IDS to eliminate false positive intrusion alerts. These rule sets shall be documented by the vendor and provided to the West Virginia Office of Technology POC on a daily basis.

19. The vendor shall detect virus activity to or from the West Virginia capitol complex.

20. When new threats or vulnerabilities are identified in the computer security community or brought to the vendor's attention by the West Virginia Office of Technology point of contact, the vendor shall begin active monitoring for the new threat or exploitation of vulnerability within 2 hours.

21. The vendor will provide a secure web portal interface which will allow the West Virginia Office of Technology to view the Intrusion Detection System (IDS) status and configurations, submit and track change request and trouble tickets, generate tailored reports and view archived reports,. The vendor will provide West Virginia Office of Technology with passwords and necessary administrative information with which to be able to effectively use the web portal.

Reporting

22. The successful vendor shall *fully* meet the following reporting requirements at a minimum:

a. Daily: The vendor shall daily email, to the West Virginia Office of Technology POC, a summary of events which list any attempted intrusions, scans, or other unusual activity on the network during the previous 24 hours. At a minimum, this report shall include:

List of incidents which occurred during the reporting period, including

- 1) outside/inside IP addresses, port number, intrusion type, etc.,
- 2) Any repetitive incidents or trends, and
- 3) False positive rule sets.

b Monthly: The vendor shall furnish West Virginia Office of Technology with a comprehensive activity report. This report will be provided in electronic format and e-mailed to West Virginia Office of Technology's POC. At a minimum, this report shall include:

- 1) A list of incidents which occurred during the reporting period, including outside/inside IP addresses, port number, intrusion type, etc.,
- 2) Status of customer change request received and processed during the month, 3) IDS event summaries and statistics,
- 4) Details of Customer contract information and changes,
- 5) IDS maintenance activities performed during the month,
- 8) Any repetitive incidents or trends noted during the month, and

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9) False positive rule sets,

c. In addition to the above reports, the vendor will provide the ability for the West Virginia Office of Technology POC to run additional reports as needed via the secure web portal.

A high-level diagram of the network will be available upon request from qualified vendors.

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Responsibilities Matrix

As part of this Intrusion Detection service, both the "Successful Vendor" and the State of West Virginia will generally perform, and have responsibility for, specific tasks following an incident. This section details those proposed responsibilities and duties.

Phase	Successful Vendor	State of West Virginia
Initial Startup	The Successful Vendor will provide the facilities, equipment and staff to collect IDS events and work closely with the State to establish effective connectivity to enable monitoring of traffic and detection of incidents	The State will work closely with the successful vendor to ensure that all connections required for effective network traffic monitoring are properly established and operational. WV will provide POC listing, and provide calldown instructions for various scenarios.
Incident Detection	The SV will report attacks-in-progress, or other severe threats to the State POC within 15 minutes of detection, and document successful contact (event type, severity level, person successfully reached, time, etc.). Less severe threats (such as the detection of traffic associated with file sharing programs in common use), will be reported to the POC utilizing e-mail, the WEB reporting portal, and any other "channel" specified by the State.	Once the IDS is configured, the State of West Virginia should not need to be involved in the initial Detection of incidents.
Verification and Response	The SV will provide expert skills to assist the WV State POC in the analysis of any notification sent by the SV to the State, in order to clarify the assessment of severity, and to provide any other assistance that is reasonably requested, and within the skill set of the SV.	The State of West Virginia (or contracted staff) will analyze the threat notification and the potential for negative impact, and take any required actions to prevent or contain the threat or attack.
Stabilization and Assessment	The SV will continue to reasonably assist the WV POC as needed during the incident	The State of West Virginia will maintain active communication with the SV during the

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	response until the network is stabilized and the incident resolved.	assessment of the incident and will manage any incident response.
Documentation	The Successful Vendor will provide any specifically requested documentation on all incidents and their assessment.	The State of West Virginia will satisfactorily document the security incident.
Restoration	The Successful Vendor will provide reasonable telephone support as requested by the State of West Virginia and monitor the restoration of the network.	The State of West Virginia will be responsible for restoring any necessary computers and network configurations.
Testing	The Successful Vendor will participate and assist in any necessary testing.	The State of West Virginia will coordinate and lead any necessary testing.
Return to Normal Operations	The Successful Vendor will resume performing normal IDS operations	The State of West Virginia will resume normal network operations.

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COST PROPOSAL

Provide the cost of the monitoring solution that fully meets the technical specifications contained in this RFQ:

The successful vendor will provide the following support on a 7 x 24 x 365 basis for up to a three year contract duration.

1) Monitoring, Analyses, Reporting \$ _____ per year *

Occasional Network Scans:

(As described in specification 5 and 6)

Unit Price *

1)Class A scan _____
(16,777,216 host addresses)

2)Class B scan _____
(65,536 host addresses)

3)Class C scan _____
(265 host addresses)

*Cost must be all inclusive and no separate reimbursement of any travel or other expenses will be paid.

Note: This contract may be cancelled with 30 days notice at the option of the Office of Technology. This provision is required in order to allow the State to implement a more comprehensive IDS/IPS strategy at its discretion, without penalty or breach of contract.

A F F I D A V I T

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West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"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.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____