



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
WWV12103

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WORKFORCE WEST VIRGINIA
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/12/2011				

BID OPENING DATE: 08/25/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS.						
***** END ADDENDUM NO. 2 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

TECHNICAL QUESTIONS AND ANSWERS FOR WWV12103

Q1. A contingency plan generally is oriented toward specific contingency events, e.g. fire/water damage/earthquake, please provide a list of events that the contingency plan is focused on to guide our planning efforts.

A1. WorkForce is only asking the vendor to verify that the final contingency plan covers the seventeen key elements as shown below and as listed on pages 6-8 of Attachment A.

Key Elements

These five main components of the plan must encompass all seventeen (17) of the key elements recommended by the NIST, as provided below:

(A) Purpose

The successful vendor must write a statement of purpose which establishes WorkForce West Virginia's reason for developing the IT Contingency Plan and defines the plan objectives.

(B) Applicability

In this section, the successful vendor must update and document the WorkForce West Virginia divisions impacted by the IT contingency plan.

(C) Scope

The successful vendor must ensure that the plan has a scope which discusses the issues, situations, and issues addressed and not addressed in the plan. The scope must identify the target systems and the locations covered by the contingency plan.

(D) Record of Changes

The successful vendor must incorporate a record of changes in to the plan that will record modifications made to the plan.

(E) System Description

The successful vendor must include in the plan a general description of the IT systems covered in the contingency plan. The description must include the IT system architecture, location, and system architecture diagram including security devices.

(F) Line of Succession

The successful vendor must document the order of succession which identifies personnel responsible for executing the contingency plan in the event the designated person is unavailable or unable to do so.

(G) Responsibilities

The successful vendor must develop the Responsibilities section of the plan which represents the overall structure of WorkForce West Virginia's contingency teams, including the hierarchy and coordination mechanisms and requirements among the teams. The Responsibilities section must also provide an overview of team member roles and responsibilities in a contingency situation.

(H) Activation Criteria

The successful vendor must assess current plan activation criteria, determine if they are adequate and make necessary updates or changes.

(I) Documented Notification Procedures:

The successful vendor must evaluate current notification procedures and update as needed. Notification procedures should be included for events that occur with or without notice. The procedures must describe the methods used to notify recovery personnel during business and non-business hours.

(J) Damage Assessment Procedures

The successful vendor must define WorkForce West Virginia's damage assessment procedures used to assess the nature and extent of the damage to the system.

(K) Detailed Recovery Procedures

The successful vendor must review the current recovery procedures and incorporate them into more detailed, step-by-step procedures for system recovery.

(L) Reconstitution Phase Procedures

The successful vendor must include Reconstitution Phase procedures in the new plan. The Reconstitution Phase must specify when recovery activities are terminated and normal operations are transferred back to the regular WorkForce West Virginia facility.

(M) Contact information of CP teams

The successful vendor must ensure that the IT contingency plan includes a list of current contact information for contingency plan team members.

(N) Vendor contact information

The successful vendor must verify current list of vendor contact information and make necessary additions or deletions.

(O) Checklists for system recovery:

The successful vendor must create a checklist for system recovery which documents the sequential system recovery procedures.

(P) Equipment/System requirements lists

The successful vendor must ensure that the IT contingency plan includes a list of equipment and system requirements applicable to WorkForce

(Q) Description/Direction to alternative sites:

The successful vendor must explore available options for alternate work sites and assist WorkForce staff with writing associated Memorandums of Understanding to secure the use of the sites.

Q2. It would be helpful to know who is developing the current contingency plan so we can better plan interview sessions (depending on size of company and location of offices)

A2. The vendor will need only to speak with designated WorkForce West Virginia Staff not the vendor who is developing the Contingency Plan.

Q3. Can we get a draft of the contingency plan to better plan the scope of required reviews?

A3. There is not a current contingency plan in place.