



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
ITECH07

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/02/2007				

BID OPENING DATE: **10/31/2007** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		946-30		
<p style="text-align: center;">REQUEST FOR QUOTATION</p> <p>TO PROVIDE TEMPORARY STAFFING WITH COMPUTER TECHNICAL EXPERTISE AND TO PROVIDE IT SERVICES FOR PROJECTS.</p> <p>ATTACHMENTS TO THIS RFP:</p> <p>1. ITECH07 SPECIFICATIONS, DATED 9/25/07, 26 PAGES 2. AFFIDAVIT</p> <p>TECHNICAL SUPPORT</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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. 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 may be deemed null and void, and 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



State of West Virginia
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<p>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 ONE (1) 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 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,</p>						

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<p>WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p>						

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VENDOR RESPONSE

RFQ COPY
TYPE NAME/ADDRESS HERE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <p>BUYER: FILE 42</p> <p>RFQ. NO.: ITECH07</p> <p>BID OPENING DATE: 10/31/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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**REQUEST FOR QUOTATION
ITECH07
STATEWIDE CONTRACT FOR TECHNICAL SERVICES**

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of the West Virginia Office of Technology (WVOT) is soliciting proposals to provide a broad range of information technology services to the State by means of a multi-vendor, multi-year contract. Potential users of this contract may include state agencies, community colleges, institutions, counties, municipalities, public schools, and other local government entities.

This statewide contract is for the second year of a three year contract. New vendors and current vendors who want to add classifications or categories must respond to all of the mandatory requirements of this RFQ.

1.2 Project:

The mission of this project is to improve and simplify the process by which agencies can select the best business solution for both supplemental staffing and project based technical services from a list of pre-approved IT service providers to meet both their procurement and business needs

Supplemental Staffing is intended to provide temporary replacements for in-house state employees, to augment current work overages, or to obtain specific technical expertise that the agency requires. The supplemental staffing service categories are identified in Attachment 1 of this RFQ.

To be eligible for the Supplemental Staffing Contract, the proposed contractor must be eligible for State employment. This does not mean that the contractor will have to become a State employee, but if the agency and the contractor wish to consider this option, the contractor must be eligible and qualified to meet the requirements of the Division of Personnel for full-time employment.

Project-based Technology Services are to be used for IT services projects. A project is defined as having a pre-determined set of deliverables and expectations along with a set time period. For this proposal projects will be limited to no longer than 24 months. Projects of longer length will be bid under their own proposal through the State Purchasing division process. The State has identified certain needs for technical specialty services. These technical specialty services are identified in Attachments 1 through 11, attached to this RFQ.

Our intent is to pre-qualify vendors for each of the Supplemental Staffing classifications and each of the Technology Services. Vendors must meet all of the requirements for each classification or technology service to be eligible to submit bids pursuant to the agencies' needs. The Office of Technology will issue a Statement of Work to those vendors eligible in that category. The eligible vendors will submit responses and the agency and the Office of Technology will evaluate the responses based on a "Best Value" analysis, i.e., training, experience, soft skills, and cost. We expect the procurement process to be expedited to meet the requirements of the State agencies.

The State makes no commitment to acquire any services under this contract. The need for technical services is however, genuinely anticipated.

Unless the Chief Technology Officer or their designee grants a specific waiver, use of this contract is mandatory for all agencies under the Governor's jurisdiction requiring IT services above and beyond those available within state government, regardless of the dollar amount. This contract will also be available for use by those agencies that are outside the jurisdiction of the Governor, i.e., higher education, elected officials, county and local governments.

Successful vendors under this contract shall provide a summary of the previous month's activities by the 10th working day of the following month by submitting a "Monthly Activity Report" document (Exhibit 1) to the Technical Services Contract Manager. Failure to remit the Monthly Activity Report for 2 consecutive months may lead to loss of eligibility status.

1.3 General Requirements:

1.3.1 Corporate Description – Vendor must have been in business as a company since at least January 1, 2002 and have provided consulting services as described in this RFQ on a general basis. Vendor must submit written proof of corporate tenure, together with client references. Also included should be:

- (1) Full name, address, telephone number, fax number, and Federal Tax identification number of the organization.
- (2) Date established
- (3) Number of full-time employees as of December 1, 2006

1.3.2 Supplemental Staffing Requirements – The vendor must provide one client reference for each staffing category. The reference must include project description, description of the person's duties, general value of the project, length of project, customer's name, contact's name, telephone number and e-mail

address.

1.3.3 Service Category Requirements – The vendor must provide three references for each of the service categories for which you want to be evaluated. References shall include a project description, general value of the project, length of the project, types of contractors used, client company's name and address, with contact name and phone number.

1.3.4 Vendor Policies – The vendor must agree to provide the following:

- (1) The Vendor must agree to confirm the contractor's education and experience.
- (2) The Vendor must agree to assess the contractor's actual working knowledge.
- (3) The Vendor must agree to replace personnel when a replacement is requested by the agency for a logical reason, i.e., actual working knowledge not as expected

1.3.5. Responsibility and Work Distribution – Vendor must agree to take full responsibility for all assigned projects and relationships with subcontractors, if applicable.

1.3.6. Hardware/Software Sales – Vendor shall not offer for sale any hardware or software under this contract.

1.3.7. Work Products and Reports – Ownership of all data systems, programs, materials, and documentation originated and prepared for the State pursuant to the work performed under this contract shall belong exclusively to the State. All associated reports shall become the property of the State of West Virginia.

1.3.8. Training – Vendor shall ensure that its employees are fully trained to properly perform their duties.

1.3.9. Special Skills - The State reserves the right to contract for technical specialty services from other sources, if the skills required exceed those specified in this RFQ, or if the project definition incorporates specific skill requirements and time constraints that cannot be met by the vendors under this contract. It is anticipated that this option will be utilized only under extraordinary circumstances.

1.3.10. Collusion – Any acts of collusion between two or more pre-qualified

vendors when responding to an agency Scope Statement shall result in their immediate dismissal from this contract.

1.3.11 Workspace – The State may provide workspace and facilities for vendor personnel. Vendor's personnel must conform to the work procedures, safety and security policies applicable to these State facilities. An agency may request, as part of the Scope Statement, that the vendor provide workspace and facilities for its employees, agents and contractors.

1.3.12 Equipment – The State may provide data processing equipment and computer resources to meet the project requirements. An agency may request, as part of the SOW, that the vendor provide equipment and computer resources for the vendor's employees, agents and contractors. **As previously stated, no costs associated with the purchase of hardware or software shall be charged to the State, under the terms and conditions of this agreement.**

1.3.13 Knowledge Transfer – For some work efforts, the State will build teams composed of both vendor staff and agency staff so that, over the life of a project, the vendor's resources are augmented with internal State resources, working side-by-side, to bring together the knowledge of the application and the State's environment. By using existing and/or new State personnel throughout the development and implementation process, the State can begin the knowledge transfer process early in the project and develop the skills needed to sustain subsequent phases of the project after the vendor's supplemental staff has completed their task. Vendors shall ensure that this knowledge transfer process is available when requested by an agency.

1.3.14 Copyright of Data – The Contractor may not publish or copyright any data related to or gained through the work described herein without prior approval. The State shall have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so. "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder. All "Data" becomes the property of the State of West Virginia.

1.3.15 Statewide Policies - Contractors are required to be knowledgeable of, and to comply with, all Statewide policies that pertain to employees in the State workplace. For example, Policy WVOT - PO1001, which clearly illustrates Acceptable and Unacceptable uses of State Technology resources.

All equipment (computers, etc.) used in the course of any work performed for the State, even equipment not owned by the State, is subject to audit at any time without notice, up to and including the acquisition of a full forensics image. Any equipment not owned by the State, but proposed for use in the State computing environment by a contractor, must be registered with the Office of Technology, and comply with State standards for all applicable technical controls, such as anti-virus, firewall, security updates, etc. This equipment must be submitted to the Office of Technology, for a compliance inspection and certification prior to attachment. The State reserves the right to refuse to allow non-compliant equipment to attach to State systems, and/or to require modifications to meet a certification level of compliance. The State reserves the right to retain any non-owned equipment that has been attached to the state computing environment, for the purpose of scanning and removing any state data, software, or other content deemed to belong to the state, and or identified as proprietary, private, or otherwise legally protected.

Any access or user accounts issued to a contractor to permit work in the State computing environment are subject to revocation without notice, and random or periodic audit of user activity.

Contractors who engage in work for the State under this contract must sign a statement acknowledging an understanding of policy, and pledging to comply with policy and all provisions of this contract pertaining to the use of any equipment in the State computing environment.

1.4 Ordering Requirements and Procedures:

The agency will prepare a Statement of Work (SOW) describing the work that needs to be completed and the requirements.

Supplemental Staffing (up to 1,000 hours in any 12-month period).

Approved vendors will compete for individual staffing needs based on criteria developed by the agency and submitted to the Office of Technology. The agency will complete a Statement of Work (SOW) explaining the basic training and skill sets required. The SOW will be advertised on the Office of Technology Bulletin Board for 5 business days. Vendors that are pre-qualified to bid on the classifications requested will respond with a resume and an hourly rate. All vendor responses will be reviewed to determine if the bid meets the mandatory requirements of the SOW. The agency will then schedule a telephone interview with each of the viable people, with the understanding that the agency may request an in-person interview. The agency will then evaluate the responses based on the

criteria annotated in the SOW.

Technical Services (Project-based with a start date and stop date, deliverables, with duration under 24 months and not to exceed \$2M)

Approved vendors will compete for staffing needs for projects based on criteria developed by the agency and submitted to the Office of Technology. The agency will complete a Statement of Work (SOW) providing a description of the project, the start and stop dates, the deliverables expected, and the basic training and skill sets required. The SOW will be advertised on the Office of Technology Bulletin Board for 10 business days. Vendors that are pre-qualified to bid on the classifications requested will respond with a proposal, a resume and a not to exceed bid price. All vendor responses will be reviewed to determine if the bid meets the mandatory requirements of the SOW. The agency will then schedule a telephone interview with each of the viable people, with the understanding that the agency may request an in-person interview. The agency will then evaluate the responses based on the criteria annotated in the SOW.

Please note that individual Scope Statements posted on the website are open to eligible pre-qualified vendors only.

1.5 General Terms and Conditions:

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

1.5.1 Vendor Relationship: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

1.5.1.1 Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

1.5.1.2 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, and licensing fees, etc. and the filing of all necessary

documents, forms and returns pertinent to all of the foregoing.

1.5.1.3 Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

1.5.1.4 The vendor, its employees and agents, are prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this contract.

1.5.1.5 All materials generated under an order resulting from this contract shall be considered work made for hire. The State shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, data and data bases and documentation developed or generated under this contract, including, without limitation; unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit or prohibit any other person, including the Vendor, from doing so. To the extent the Vendor may be deemed at any time to have any of the foregoing rights, the Vendor agrees to irrevocably assign such rights to the State.

1.5.1.6 Vendor shall warrant that all documentation provided under this contract shall be of sufficient quality and detail to pass without objection in the trace, and to enable outside parties and agency staff to maintain or modify the materials generated hereunder. Such warranty shall extend beyond the date of final acceptance of materials generated hereunder for a period of one (1) year.

1.5.2 Indemnification: The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (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 laws.

1.5.3 Contract Provisions: After the successful Vendor(s) are selected, a

formal contract document will be executed between the State and the Vendor(s). In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's proposal in response to the RFQ.

1.5.4 Governing Law: This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable (Federal, State or Local Government) regulations.

1.5.5 Compliance with Laws and Regulations: The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.5.6 Subcontracts/Joint Ventures: The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.5.7 Term of Contract & Renewals: This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of one (1) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

After the initial pre-qualified vendor list has been created, the State may reopen the enrollment process at contract renewal, under the terms of this RFQ to qualify additional bidders for the pre-qualified vendor list. It is expected that the current pre-qualified vendor list will be appended to as a result of this proposal.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities, or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

- 1.5.8 Invoices, Progress Payments, & Retainage:** The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.6 PROPOSAL FORMAT

Cover Letter - Should state the RFQ Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed. The cover letter should also confirm that the Vendor meets all mandatory requirements of this RFQ.

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

Section I – Corporate Description (1.3.1)

- 1) Provide the name, address, telephone number, fax number, and Federal Tax ID

number for the company

- 2) Provide a contact name, address, telephone number, and e-mail address.
- 3) Provide the date the company was established and the number of full-time employees as of January 1, 2006.
- 4) Provide a synopsis of company history, organization, key personnel, and resulting contract and industry partners. (10 page maximum)

Section II – Qualifications and Experience of the Company in supplemental staffing contracts. (1.3.2)

- 1) Provide a title page for the supplemental staffing category for which you are applying.
- 2) There are 18 Supplemental Staffing categories described in this RFQ (Attachment 1). The vendor must provide one client reference for each staffing category. The reference must include project description, a description of the person's duties, general value of the project, length of project, customer's name, contact's name, telephone number and e-mail address.

Section III - Qualifications and Experience of the Company for each of the 12 Service Categories described in Attachments 2 – 12. (1.3.3)

- 1) Provide a title page for the category for which you are applying
- 2) Describe the qualifications for each Service Category for which you are applying. If there is a Service Category in which you are not interested in being considered as a pre-qualified vendor, include a title page for that Category and mark as 'Not Interested'. For Categories for which you want to be pre-qualified, supply the following information:
 - a) For each service category bid, provide a listing and description of specific subject areas of expertise in which your company has special qualifications; for example, Public Health, Human Services, Environmental Services, etc., in a governmental facility.
 - b) Provide three client references for this service category. References may be for the bidding vendor or the bidding vendor's proposed subcontractor(s). References must include project description, general value of project, length of project, types of employees or subcontractors used, description of work performed, problems encountered, performance results, customer's name and address, and customer contact name and phone number. (2 pages per

reference maximum)

Section IV -Vendor Policies

1. Vendor must agree to confirm the contractor's education and experience.
2. Vendor must agree to assess the contractor's actual working knowledge.
3. Vendor must agree that if the State requests that a person be replaced, the vendor will either replace the person or allow another vendor to do so.

Section V – Include the following documents:

- * No Debt Affidavit
- * Vendor's Preference Form (if company is an in-state vendor)

**REQUEST FOR PROPOSAL
STATEWIDE CONTRACT FOR TECHNICAL SERVICES
Attachments**

Attachment 1	Supplemental Staffing
Attachment 2	Data Warehouse Development and Implementation
Attachment 3	Electronic Government, including Development and Implementation
Attachment 4	Internet/Intranet and Electronic Commerce Security Development and Implementation
Attachment 5	Electronic Commerce – Web-based Development
Attachment 6	Electronic Document Management Systems
Attachment 7	Enterprise Systems Management Development and Implementation
Attachment 8	Technology Advisory Services
Attachment 9	Major Project Implementation (to include Project Management)
Attachment 10	Enterprise Application Integration
Attachment 11	Migration of Legacy Systems
Attachment 12	Project Quality Assurance Review and Associated Services
Attachment 13	Sample Statement of Work

Supplemental Staffing Categories

Staffing Category	Description
Web Programming, i.e., HTML	Includes, but are not limited to; coding, testing, integration, debugging, modifying, compiling, documentation, change management, implementation training, enhancements and project management of programs and applications.
PC Programming, i.e., .Net, Cold Fusion	Includes, but is not limited to; coding, testing, integration, debugging, modifying, compiling, documentation, change management, implementation training, enhancements and project management of programs and applications.
Mainframe Programming, i.e. Cobol, DB2	Includes, but is not limited to; coding, testing, integration, debugging, modifying, compiling, documentation, change management, implementation training, enhancements and project management of programs and applications.
Computer Systems Analysis	Includes, but is not limited to; requirements definition, data and process modeling, prototyping, conceptual design, detail design, integration design, documentation, initial implementation training, data base design, planning, systems conversion, systems migration, and project management.
Computer Systems/Network Security	Includes, but is not limited to; analysis, assessment, planning, firewalls, virtual private networks, design and review, virus, on all levels and all software platforms.
Database Management, i.e., Oracle, DB2	Includes, but is not limited to; analysis, design, modeling, development, deployment, and management of databases on any platform. Conducts performance monitoring and measurement, stress testing, and quality control benchmarking.
Desktop Support	Includes, but is not limited to; installation of commercial off-the-shelf products, optimizing, desktop problem resolution analysis, installation of PCs, printers, scanners and other PC peripherals.
Electronic Document Management	Includes, but is not limited to; imaging/digitizing, workflow analysis, indexing/queuing, system/application/network design and security, prototyping, implementation, system interface development, migration strategies, conversion, performance monitoring, stress testing, benchmarking, programming, systems analysis, database design, and initial implementation training.
GIS Services	Includes, but is not limited to; analysis, mapping, operation, digitizing, capacity planning, design, intranet, internet, documentation, programming, systems analysis, systems and database design, development, implementation, CAD, and initial training.
Help Desk Support	Includes, but is not limited to; the development, design, implementation and operation of a help desk, LAN technical support and problem determination, problem solving, support and documentation.
IT Support Staff – Operations	Includes, but is not limited to; interim IT services which include Computer Operator, data Control Clerk, Console Operator, Documentation Specialist, Help Desk Specialist, Print Operator, Shift Supervisor, Systems Programmer, Tape Clerk, Tape Librarian, Tape Operator, and LAN Administrator.
LAN/WAN Support	Includes, but is not limited to; integration, planning, designing, building, upgrading, requirements definition, connectivity and interoperability, determination of logical relationships and physical specifications.
Enterprise Services	Includes, but is not limited to; business and workflow process modeling, customer relationship management, business continuity planning, disaster recovery planning, strategic systems planning, business process re-engineering, quality control, quality assurance, and reverse engineering. Use of analytical and computational techniques and methodology for problem resolution.

Graphics and Presentation	Includes, but is not limited to; graphic design for graphical user interface (GUI) of legacy and new applications on the web, PC, and mainframe environments, presentation design, user interface skills.
Middleware Integration	Includes, but is not limited to; integrating middleware products for connecting disparate applications, systems, databases, internet applications and legacy systems using tools such as Microsoft Biztalk and Information Builders iWay adaptors.
Electronic Commerce / EDI	Includes, but is not limited to; analysis, design, web design, building, testing, implementation, operation, monitoring, management and maintaining various forms of electronic government/commerce solutions and systems,
Project Management Services	Includes, but is not limited to; project initiation, efficiency review, life cycle management, configuration management, control management, resource management, and risk management, status reporting, time and cost analysis.
Telecommunications Services	Includes, but is not limited to; analysis, strategic planning, network engineering, designing, implementing and security services for WAN/MAN/LAN.

Attachment 2**Data Warehouse Development and Implementation**

This specialty area addresses the skills and disciplines required for total data warehouse development. Vendors in this group will need to demonstrate substantial depth and breadth of knowledge and experience in data warehouse methodology and in implementing data warehouse systems. Specialty matter experts for Data Warehousing must demonstrate that they meet the following requirements:

1. Must have experience in the implementation of full-service end-to-end, turnkey data warehouse solutions.
2. Must have experience with at least 3 vendor platforms for database software that comply with the statewide technical architecture (e.g., UNIX, NT, MVS, etc.).
3. Must have experience with at least 3 vendor platforms for data extraction, management, loading, and reporting. The vendor platforms must comply with the statewide technical architecture (e.g., UNIX, NT, MVS, etc.).
4. Must have standard project management methodology in place and must demonstrate it is used.
5. Must have a data warehousing implementation methodology in place and must demonstrate it is used.
6. Must have a documented knowledge transfer policy in place and demonstrate it is used
7. Must have post-implementation support available

The vendor must provide names and references of at least three (3) fully implemented data warehouse sites developed in the last three years.

Attachment 3**Electronic Government, including Development and Implementation**

This specialty area addresses the skills and disciplines required for Electronic Government implementation projects, from strategic planning through design, installation and operational support and management. The focus is on enabling customer relationships both internal and external to state government. Prospective vendors in this group need to demonstrate extensive depth and breadth of knowledge and experience in electronic commerce applications and must have at least 2 years experience in implementing electronic commerce projects. Specialty matter experts in electronic commerce project development and implementation must demonstrate that they meet the following requirements:

1. Experience in methodologies for electronic commerce strategic planning, implementation, post installation support, and project management.
2. Experience in implementing electronic commerce projects utilizing, EDI, EFT, workflow, credit card payment, purchase cards or smart cards and/or web-based technologies.
3. Experience with implementing electronic procurement (sales order transactions) applications, including on-line catalogs, order entry, payment processing, and order confirmation and fulfillment.
4. Experience in integrating business-to-business applications, both internal (Intranet) and external (Extranet) to an enterprise.
5. Experience with implementing systems for receiving electronic payments over the Internet.
6. Experience with the implementation of supply chain management (inventory, ordering, payment, remittance, invoicing, etc) applications.
7. Experience with enterprise-level RDBMS products such as Oracle, DB2, etc.
8. Experience with languages and protocols used for web development (e.g., Java, XML, JavaScript, COM, DCOM, ActiveX).
9. Experience with Internet security protocols and products SSL, S/MIME, Digital Certificates, etc.

The vendor must provide at least three references (including client contact and current telephone number) for electronic commerce projects that were completed successfully in the last two years.

Attachment 4**Internet/Intranet and Electronic Commerce Security Development and Implementation**

This specialty area addresses the skills and disciplines required for identifying security requirements for electronic commerce and the Internet/Intranet. Prospective vendors in this group need to demonstrate extensive depth and breadth of knowledge and experience in electronic commerce security technology. Subject matter experts for Internet and electronic commerce security development and implementation must demonstrate that they meet the following requirements:

1. Experience in IT security, which includes two or more years of working experience in EDP audit or IT security capacities.
2. Recognized expertise in Internet security (e.g., security or professional society qualification such as Certified Information System Auditor - CISA awarded by the EDPAA).
3. Experience in developing business impact and vulnerability analysis plans relating vulnerabilities to business exposures and developing a response program to reduce exposures.
4. Experience with IT policy and standards, either in development or compliance work.
5. Technical expertise in Internet protocols, including FTP and HTTP, and in minimizing associated security weaknesses.
6. Experience with major operating system (NT or UNIX) security mechanisms and potential vulnerabilities.
7. Experience with writing/using scripts or security products for evaluating security vulnerabilities in networks or operating systems or Web sites.

The vendor must have at least three references (including client contact and current telephone number) for electronic commerce security engagements that were completed successfully in the last two years.

*All web-development applications developed under this attachment must comply with the guidelines developed by the WV Information Technology Council which can be found at <http://www.state.wv.us/itc/webGuidelines.asp>.

Attachment 5**Electronic Commerce - Web-based Development**

This specialty area addresses the skills and disciplines required for Web-based development. The focus is on web-enabling legacy systems and the development of new Web-based applications. Prospective vendors in this group need to demonstrate basic knowledge and experience in Web based application development. Specialty matter experts for electronic commerce – Web development must demonstrate that they meet the following requirements:

1. Experience with Web-site architecture, design and development including style sheets and dynamic HTML.
2. Experience with standards-based design.
3. Experience with Web-enabling legacy applications.
4. Experience with Web-development tools and environments.
5. Experience with database integration and the accessing of data from Web front-ends, including web database middleware products and database connectivity software, e.g. BizTalk and iWay Adaptors.
6. Experience with enterprise-level RDBMS products, such as Oracle, DB2, etc.
7. Experience with languages and protocols used for Web development, e.g., JavaScript, XML, HTTP, and VBScript.
8. Experience with Web servers such as IIS, Netscape, and Apache.
9. Experience with site management issues and tools.
10. Experience in the use of Internet applications in support of business, such as FTP, email, web, news, etc.

The vendor must provide at least three references (including client contact and current telephone number) for Web development projects that were completed successfully in the past two years

*All web-development applications developed under this attachment must comply with the guidelines developed by the WV Information Technology Council which can be found at <http://www.state.wv.us/itc/webGuidelines.asp>.

Attachment 6**Electronic Document Management Systems**

This specialty area addresses the broad range of skills required to design, develop, and support existing image enabled systems and anticipated future requirements for enterprise level infrastructure development, and the implementation of enterprise-wide and group/department level application systems for document, content, and knowledge management. This may include entirely new applications related to the state's electronic business initiatives, or it may encompass integration activities associated with legacy systems to associate and process all manner of electronic "content" in conjunction with legacy systems and data bases.

The State is interested in contracting with vendors who can support "multi-tier" infrastructure development of document or content based applications that will facilitate the evolving automation of the State's business processes. Prospective vendors must have experience with at least three vendor platforms for imaging systems and/or document management systems, with emphasis on ODBC compliance.

Prospective vendors for the implementation of electronic document management systems must meet the following technology related requirements:

1. Demonstrate knowledge and practice of a formal software development life cycle (SDLC) methodology by using references to previous projects where this type of work was completed.
2. Demonstrate a "knowledge transfer" method and reference a project to illustrate how technical support, system administrators, and end users are able to operate the solution environment by the time a project is completed and to minimize operational on-going support from vendors.
3. Describe the approach and tools used to perform project estimating and provide previous experience and success in project estimating.
4. Describe the approach and tools used to conduct automated testing activities.
5. Demonstrate experience with source code control and configuration management.
6. Describe coding standards used in previous application development projects.
7. Describe the type and quality of both technical and user documentation for tools and technologies to be utilized and for applications to be developed.

The vendor must provide references (including client contact and current telephone number) for at least three successful projects involving the implementation of electronic document management systems during the last three years.

Attachment 7**Enterprise Systems Management Development and Implementation**

This specialty area addresses the skills and requirements for developing and deploying Enterprise Systems Management (ESM) policies, processes, and tools for network and system management using the State's existing ESM infrastructure. ESM tools are capable of monitoring and managing mainframe, distributed client/server, and desktop environments. Vendors qualifying for ESM development and implementation must demonstrate that they meet the following requirements:

1. Must be certified by the ESM tool vendor for use of the tool.
2. Must have experience with the monitoring and management of at least 3 platforms (e.g., UNIX, NT, MVS, Netware, etc.).
3. Demonstrate experience in the implementation of full service, end-to-end, turn-key ESM solutions. Must be able to understand what should be managed and why. Must be able to prepare an ESM deployment by preparing network maps, making devices manageable, and developing naming conventions, performing operational analyses, performing requirements analyses, coordinating among different stakeholders, producing implementation plans and acceptance criteria.
4. Demonstrate experience with sizing ESM infrastructure elements, developing ESM support documentation for the infrastructure, and developing management, user, and operator views.
5. Demonstrate ability to perform risk assessments on business priorities to determine what to manage, setting alarm thresholds, and dispatching managed element information automatically.
6. Must have documented knowledge transfer policy in place and demonstrate its use by submitting a reference (including client contact and current phone number) of a previous project where work was completed.
7. Demonstrate the ability to provide both technical and user documentation.

The vendor must be able to provide three fully functional, operational references (including client contact and current phone number) in which an ESM tool was used. Each reference must relate to the actual ESM tool deployed.

Attachment 8**Technology Advisory Services**

This specialty area addresses the skills, experiences and capabilities for providing advice on a wide range of issues, areas, concepts, trends, best practices, products, vendors, etc. related to the comprehensive management of information technology. The management of technology for state and local government involves a broad diversity of business and technical activities, such as strategy setting for; selection of; planning for; purchasing of; performance measurement for, and the development, implementation, and offering of services, infrastructures and products for accomplishing department goals and program objectives. Technology advisory services include the disciplines, processes, practices and knowledge bases for all areas of technology management from organizational structure, to policy making/planning to production/operation. Specific areas may include technical architecture; enterprise management of technology assets; applications development strategies and management; quality assurance; organization design and management; business process reengineering; electronic commerce/ e-business and other new and emerging technologies concepts and considerations; IT performance engineering and measurement; IT strategy setting and planning; network management; etc.

Requirements for vendor eligibility are listed as follows:

1. Must have extensive expertise in three or more to the areas listed above.
2. Must describe method(s) of delivery of advisory services.

The vendor must provide at least three (3) references of clients for which technology advisory services have been provided in the last three years.

Attachment 9

Major Project Implementation (including Project Management)

This specialty area addresses the skills and disciplines required for major IT project implementations using modern and emerging technologies. Vendors in this group will need to demonstrate substantial knowledge and experience in major IT project implementations. Major projects are typically large-scale, significant investment endeavors. In addition, they offer technical, business, and political complexities. They must be completed successfully (on time, within budget, and with the expected results and benefits) in order to avoid public embarrassment, shortcomings in the performance of business responsibilities or program operations, or detrimental deficiencies in the delivery of services. Also, they normally involve multiple users, modern technology, and diverse technical environments which are geographically dispersed. Major projects may present unusual or high risks. These risks can be technical, business, or organizational in nature.

Specialty matter experts for major IT project implementations must have the following capabilities:

1. Experience and expertise in Systems Development Life Cycle/ methodology for IT projects.
2. Knowledge and experience with using modern and emerging technologies.
3. Ability to develop and use project testing tools and standards on multiple platforms and operating systems.
4. Ability to provide achievable project estimates and deliverables.
5. Ability to formulate budget and deadlines for IT projects.
6. Ability to provide project reporting for all projects.
7. Available policies, procedures, and tools (and experience in their use) for the effective management of the following project aspects:
 - budget
 - deadlines
 - deliverables
 - staffing
 - training
 - risk management
 - change management
 - project reporting
 - responsibility and accountability
8. Ability to provide personnel that have necessary skills to perform major projects successfully.
9. Ability to accept full responsibility for major project implementations.

Prospective Vendor Eligibility Submission Requirements

To demonstrate the required level of expertise and experience, specialty area experts must provide the following information:

The vendor must provide descriptions of three projects in which the vendor had primary responsibility for project management and deliverables and overall responsibility and accountability for performance. Each project must have resulted in revenues of over \$300,000 to the vendor and each must have been performed in the past three years. The description for each project should be no longer than one page. Each description must address the following areas:

- total development/implementation cost
- scope, size and /or complexity
- tools used
- management approach
- technology employed
- vendor responsibilities
- results of project
- vendor performance
- estimating methodology/approach employed
- project management methodology/approach employed
- quality assurance approach/process employed
- reference (client's name, telephone number and e-mail)

Attachment 10**Enterprise Application Integration**

This specialty area addresses the skills and disciplines required for supporting the major software products that provide the integration of enterprise applications for state government, including the interfaces of state applications with other entities outside of state government. The vendors and associated products for accomplishing the state's enterprise application integration functions are listed in the table below. Each of the products has been approved as the standard in the state's technical infrastructure.

<u>Vendor</u>	<u>Product</u>
Microsoft	BizTalk
Information Builders	iWay Intelligent Adaptors

Microsoft BizTalk is being used as the centralized service broker. iWay Intelligent Adaptors are used to standardize access to and from the data stored in various data formats and on various platforms. Vendors seeking to qualify for this attachment should have substantial skills and experiences with the products that comprise the state's service broker and adaptor components. These skills include project management, knowledge of the products, and experience with the products.

Prospective Vendor Eligibility Submission Requirements:

Prospective vendors for this service category must provide the following information to demonstrate the knowledge, skills and experiences to support the state's service broker and interface adaptors. Each prospective vendor must provide a concise explanation of why it can provide the skills to maintain the involved products.

The vendor must provide three current (last 24 months) references (including client contact, current phone number and email address) which demonstrate the knowledge, capabilities and experiences to installed and configure the involved products in an operational environment.

Attachment 11**Migration of Legacy Systems**

This specialty area addresses the skills and disciplines required for migrating applications from legacy environments to modern platforms and environments. Prospective vendors in this group must demonstrate knowledge and experience in the migration and conversion issues of legacy systems. Vendors must demonstrate a capability to understand modern development environments and platforms; shall possess appropriate multi-tier application design skills, familiarity with middleware solutions, and project management skills.

Vendors wanting to qualify for legacy migration projects must demonstrate they meet the following requirements:

1. Experience with standards based design.
2. Use automated tools to parse, mine and transform legacy code.
3. Experience with legacy systems and languages.
4. Experience with database middleware and integration issues.
5. Experience with modern development environments such as Application Servers.
6. Experience with languages such as C++, and Java.
7. Demonstrated Project Management skills
8. Experience with N-tier application

The vendor must have at least three references for projects demonstrating the above skills during the last three years.

Attachment 12

Project Quality Assurance Review and Associated Services

This specialty area addresses the skills and disciplines for conducting third party, independent quality assurance reviews of information technology projects.

The primary objectives of project quality assurance reviews are to:

- Supplement the progress reporting activities by offering an additional level of review and reporting outside of the agency.
- Provide independent verification and validation of project status to determine if the project is being conducted successfully (i.e., expected benefits will be achieved and the project will be completed on time and within budget).
- Compliment internal agency quality assurance processes.
- Identify improvement opportunities in the management and conduct of the project and its deliverables.

Project quality assurance reviews are conducted for projects with one or more of the following characteristics:

- Projects with large budget
- Strategic projects (e.g., high visibility, important to the conduct of the state's business, large impact on citizen services, etc.)
- High risk projects

Typical quality assurance reviews address both management process and product quality. Management process includes the areas of management approach (project plan and organization, schedule status, risk management, documentation, etc.), technical approach (compliance with the statewide standards, soundness of application design, etc.) and financial status (actual versus budget). Product quality involves the assessment of the operational and technical capabilities, readiness, and quality of major selected deliverables, such as software, testing or operational technical configurations, etc.

Successful vendors for this attachment must demonstrate skills, experience and capabilities in the four areas listed below, and must provide references (names, phone and email contact, description, cost, scope of work, and results) for at least three (3) clients where quality assurance engagements have been performed in the last three years.

1. Experience and expertise in the conduct of quality assurance engagements for IT projects.
2. Experience and expertise in System Development Life Cycles (SDLCs).
3. Experience and expertise in project management methodologies (PMMs).
4. Broad-based experience and expertise in modern computing and communications technologies used in the development and implementation of current technical infrastructures and applications

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 owed 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 exceed 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: 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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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: _____