



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
10/31/2007				

BID OPENING DATE: 11/07/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		946-30		
***** 1. QUESTIONS AND ANSWERS, FOUR PAGES ATTACHED. 2. STATEMENT OF WORK - ***SAMPLE ONLY*** THIS IS ONLY A SAMPLE. ***** ***** END OF ADDENDUM NO. 3 *****						
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

ITECH07
QUESTIONS AND ANSWERS

1	Q	On the instructions to bidders, line item #6 lists an address for submission that is different from the one listed on page 4 of the RFQ. Which is correct?
	A	Either address is correct. If mailing in your bid, I would use the one under #6. If delivering your bid, I would use the Building 15 address.
2	Q	Instructions to bidders, line item #1 – Use the quotations forms... Does our RFQ response have to be on these special forms?
	A	The forms referenced is the cover Request for Quotation where you should show your name and address on the top and your signature and other pertinent information on the bottom. The rest of your bid would be attached to that form.
3	Q	On sections 1.3.7 (work products, pg. 7), 1.3.14 (copyright of data – pg. 8) and 1.5.1.5 (all materials generated... page 11) Would WV be willing to negotiate this requirement as based upon the advisory roles we wish to bid upon; Our value is in our existing Intellectual Capital. Transferring ownership or even publishing this material would weaken our value proposition and business position within our industry.
	A	Any work product previously developed by the vendor and provided to the State in response to a bid will continue to be owned by the vendor but provided to the State with a perpetual license. Any work product developed solely using State funds will be owned by the State.
4	Q	Given that the qualification document does not include specific terms and conditions, does the state plan to negotiate with the qualifying vendors to develop mutually agreed upon terms & conditions during the contracting process?
	A	The vendor may suggest alternative language but it will be up to the State to accept or reject such language.
5	Q	In the RFQ for ITECH07 on page 6 under General Requirements, number (3) asks for the number of full-time employees as of Dec. 01, 2006. Then on page 14, number (3) says to provide the date the company was established and the number of full- time employees as of January 1, 2006. Should these dates be the same?
	A	Yes, these numbers should both be as of January 1, 2006.
6	Q	Par. 1.1 states that this “statewide contract is for the second year of a three year contract.” Services are being added to an existing contract, correct?

	A	Yes
7	Q	Will proposals also be solicited for the third year?
	A	Yes
8	Q	Who are the current incumbents?
	A	Please go to http://www.state.wv.us/admin/purchase/swc/ .
9	Q	There doesn't appear to be a section explicitly defined as server infrastructure / data center (Windows-based). Can you tell me if that focus falls into the IT Support Staff – Operations category or some other?
	A	Agencies may use Computer Systems/Network Security or Enterprise Services depending on the specific job under Supplemental Staffing, or Enterprise Systems Management Development and Implementation, Technology Advisory Services, and Major Project Implementation under the Project-based Technical Services.
10	Q	Just to put my company in context for you, we are a state and government project and program management specialist small business based in Northern Virginia. We are not a staffing company, but rather use permanent members of IGI staff for the projects we manage. Do we need to respond to every category of the Supplemental Staffing Contract? We work in a bout 75% of the categories identified.
	A	The Project-based Technical Services may be more in line with your company's business. The Supplemental Staffing would more than likely require at least 6 months on-site work.
11	Q	Our business model is based on permanent IGI staff working on projects or staffing support, not contractors. Is this an acceptable approach or are you expecting contract staff to be provided?
	A	See above.
12	Q	The clause with regards to contractor staff being able to convert to WV state staff. We can agree to this, but of course it will be up to the individual if they wish to leave IGI and join WV State as they are permanent members of staff here. Is this acceptable?
	A	Yes
13	Q	Can you provide a little more clarification on the Technical Services element please. Are you looking for "staff augmentation" support to these projects, or will re responsibility and delivery lie with the contracted organization and it is up to us to define the process, delivery, effort, etc.? I just want to make sure I understood this clearly.

	A	The Supplemental Staffing is staff augmentation support while the project-based technical services are where the vendor will be responsible for the success of the project.
14	Q	Can you forward the S.O.W. example that should be Attachment 13? It is not in the RFQ.
	A	Yes, a copy is attached.
15	Q	We are an approved ITECH06 active vendor wishing to expand our service offerings to the State of WV via ITECH07. When responding, should we provide a full proposal including both our existing approved categories and new offerings or simply reference our approved status via our vendor number along with the required information of the new categories we are applying for?
	A	You need to respond to Section I and Section IV, and then only your new offerings for Section II and III.
16	Q	At the bottom of page 1 of the RFQ, it states “When responding to RFQ, insert name and address in space above listed “Vendor”. Does this imply that the RFQ needs to be included in the vendor response?
	A	Yes
17	Q	On the back of page 1 of the RFQ, under Instructions to Bidders, items 1 and 3 refer to using the quotation forms provided by the Purchasing Division. Are these required in the vendor response since there is no bid requirement? If they are required will they be provided?
	A	No
18	Q	On page 3 of the RFQ, there is reference to the vendor accepting the State of WV VISA Purchasing Card for payment of all orders placed by any state agency. Is this referring to services provided by the vendor, or does it pertain to any HW/SW purchases?
	A	Services provided by the vendor.
19	Q	Specifications Section 1.2, Page 1: “These technical specialty services are identified in Attachments 1 through 11, attached to this RFQ” – Should this read Attachment 2 through 12?
	A	Yes
20	Q	Specifications Section 1.2/ Page2: “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.” Does this apply only to those vendors actually awarded work through this contract?
	A	Yes
21	Q	Should the RFQ response be addressed to your attention?
	A	JoAnn Adkins
22	Q	Should there have been an Attachment 13 on the RFQ as referenced? It was not attached to my copy.
	A	No, not originally, but a copy is now attached.
23	Q	Can the vendor submit a single reference for multiple categories if those categories are represented in the project? (Section 1.3.2)
	A	Yes. Please annotate which categories it covers.
24	Q	The RFQ states that the vendor: “Must have experience with at least three vendor platforms for” database software and data extraction, management, loading, and reporting “that comply with the statewide technical architecture...” Does this require experience with three technologies(Unix, NT, and MVS experience) or three separate project environments (2 Unix platform and 1 MVS platform projects)?
	A	Three different platforms – Unix, NT, MVS.
25	Q	Are there any contractual submission requirements outlining the number of submissions required annually?
	A	No
26	Q	Attachment 13 – Sample Statement of Work is missing.
	A	A sample is attached to this change order.
27	Q	Should there be a pricing proposal attached to this RFQ?
	A	No. This RFQ is to pre-qualify vendors to be competitively bid on future projects.
28	Q	How many copies and/or CDs of the response are required?
	A	One

Statement of Work –*** SAMPLE ONLY***

AGENCY X

OVERVIEW

The AGENCY is soliciting quotes from Vendors to provide the services of one (1) Cold Fusion programmers.

The vendor is required to provide a separate bid for each of the one (1) programmers listed.

JUSTIFICATION

The requested Cold Fusion programmers will be used to provide supplemental services on the web site for AGENCY PROJECT. It is currently in the implementation stage. The Public Employee Insurance Agency seeks supplemental Cold Fusion programming services to assist in completing this project.

As an application, the on line application will provide a forum for the CUSTOMERS to submit payments to the AGENCY and an employee to make changes to their on line Information to improve and enhance the day-to-day operations of state government.

REQUIREMENTS

***) Recommended yrs of experience as a programmer**

Minimum Four (4) years of programming experience.

***) Recommended yrs of experience as a Cold Fusion programmer**

Minimum of three (3) years of Cold Fusion programming experience. Minimum of 12 months of programming experience in Cold Fusion within the last 18 months.

***) Specific work experience (projects, types of work performed)**

Using HTML to create static web page
Using Cold Fusion to create dynamic web sites
JavaScript
FuseBox 3.0
Cold Fusion Report Builder
Experience with calling stored procedures
Familiarity with Crystal Reports

***) Educational requirements**

Minimum Bachelor of Science degree from an accredited college or university.
(Degree in MIS or Computer Science preferred)

***) Required Technical skills**

Extensive knowledge of Cold Fusion version MX or 6.1
Extensive knowledge of HTML
Extensive knowledge of JavaScript
Extensive knowledge of Cascading Style Sheets
Experience with Fusebox 3.0
Experience with Cold Fusion Report Builder
Familiarity with SQL (not SQL server)
Exposure to Crystal Reports

Statement of Work –*** SAMPLE ONLY***

***) Required "Soft" skills (communication skills, analysis skills, team experience)**

- Must possess strong written and verbal communication skills
- Ability to translate complex technical information into easily understandable language/documentation.
- Ability to work in a team environment. (This position requires the programmer to work closely and support peer-programmers, systems analysts, and dba's in order to design and develop the most efficient web sites and applications possible for the organization.)
- Accept a variety of assignments (from analysis to maintenance) with equal enthusiasm.
-) Must be able to work independently or with minimal guidance.

***) Duties and Assignment**

Duties will include all aspects associated with program development, maintenance and support, including coding and testing, and, if necessary, analysis and design. Contractor will be expected to attend user and staff meetings as needed or required.

The individual will report to the agency resource managers and/or specific project managers.

***) Examples of work listed below:**

Application	Task(s)	Skills Required
PROGRAMMING	Code modules Code reports Code store procedure interface	Strong knowledge of ColdFusion MX 6.1 + Strong knowledge of Javascript Strong knowledge of CSS Knowledge of Fusebox 3 preferred

***) Overall Skills Needed for above Tasks:**

- Strong ColdFusion MX 6.1 + programming skills
- Strong Javascript programming skills
- Strong CSS programming skills
- Strong analytical skills
- Willingness to work under current programming staff

TERMS AND CONDITIONS

Confidentiality of Agency Information

The successful candidates must agree to sign the Confidentiality Statement included as an attachment to this RFQ and abide by the provisions of the Confidentiality Statement.

Candidate Information

Vendors responding to this RFQ must provide a resume for all candidates as well as documentation of degrees and certifications. Vendors should provide more than one candidate, if possible.

Interviews

Candidates will be interviewed by AGENCY personnel before a contract offer is made.

The AGENCY reserves the right to approve of the qualifications of any candidate based on the

Statement of Work –*** SAMPLE ONLY***

criteria established in the specifications.

The AGENCY will select the candidate who they believe best fits the needs of the agency at the lowest hourly cost.

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.

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

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all forms and returns pertinent to all of the foregoing.

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

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

Term of Contract

This project contract will be effective (date set upon award) and its term shall be for the initial period of 12 months, at which time the project completion status will be determined. The State may at any time terminate the agreement upon 14 days notice.

GENERAL TERMS AND CONDITIONS:

1. Terms and Conditions:

This Release/Request for Quotation/Proposal is governed by the Terms and Conditions of the original Statewide Contract and the terms listed herein.

2. Proposal Submission:

All proposals should be submitted to the Office of Technology electronically, e-mail, or fax, if possible. The original signature is required from the successful bidder only and must be received within 2 working days after notification by the Office of Technology. Any proposal not received in the Office of Technology prior to the date and time of the bid opening will be disqualified. It is the sole responsibility of the vendor to deliver a proposal to the IP Board on time.

3. Rejection of proposals:

Statement of Work –*** SAMPLE ONLY***

The office of Technology reserves the right to accept or reject any or all proposals or candidates at its discretion. The Office of Technology may withdraw a Request for Proposal at any time for any reason. A contract may or may not be awarded for any reason.

4. Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts of its employees and agents. Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of the statewide 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.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, 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 filling of all necessary documents, forms and returns pertinent to all of the foregoing.

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

The vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed consent of the Agency.

5. Candidate Information:

Vendors responding to this request must provide a resume for each candidate as well as copies of educational degrees and certifications. A candidate must show proof that they are a U.S. citizen or eligible to work in the United States. A candidate must agree to abide by, and sign the confidentiality agreement attached as exhibit A. The State Agency requesting candidates will interview the candidate before any Release/Contract is awarded. Both the State Agency and The Office of Technology reserve the right to approve of the qualifications of any candidate.

6. Award:

The State Agency will select the candidate subject to the approval of the Office of Technology who they believe best fits the needs of the agency at the lowest hourly cost. The State Agency person recommending the award must sign a non-conflict of interest certification and attach it to the recommendation submitted to the Office of Technology. The Office of Technology will review/approve the recommendation of award. If the Office of Technology approves the award, an electronic approval letter will be returned to the Agency. The Agency will issue the Release/Contract (WV-39) and attach a copy of the approval letter to the Auditors copy and send the original to the vendor and a copy to the Office of Technology.