



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

Request for Quotation

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| RFQ NUMBER |
| ITECH10 |

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| PAGE |
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| 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 |
|--------------|---------------|----------|-------|---------------|
| 11/18/2009 | | | | |

BID OPENING DATE: **01/07/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS TO PROVIDE TEMPORARY STAFFING WITH COMPUTER TECHNICAL EXPERTISE AND TO PROVIDE IT SERVICES FOR PROJECTS.</p> <p>***** INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, DECEMBER 9, 2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED.</p> <p>ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304.558.4115 E-MAIL: JO.A.ADKINS@WV.GOV</p> <p>ATTACHMENTS:</p> <p>ITECH10 SPECIFICATIONS, DATED 11/18/2009, 30 PAGES. PURCHASING AFFIDAVIT</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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| <p>RESIDENT VENDOR PREFERENCE EXHIBIT 10 - ADDENDUM ACKNOWLEDGEMENT</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 REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> | | | | | | |

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| <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, 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> | | | | | | |

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| <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. 05/26/2009</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> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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> | | | | | | |

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| SEALED BID BUYER: RFQ. NO.: BID OPENING DATE: BID OPENING TIME: | | | | | | FILE 42 ITECH10 01/07/2010 1:30 PM |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- | | | | | | |
| ***** THIS IS THE END OF RFQ | | | | | ITECH10 ***** | TOTAL: _____ |

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REQUEST FOR QUOTATION
ITECH10
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.

1.2 Project:

The purpose of this RFQ 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 temporary 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. The Vendor will not charge the State placement fees if a temporary employee is selected for a full-time position.

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" to the Technical Services Contract Manager and the Purchasing Division. 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, 2008 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 November 1, 2009.

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, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to WV facilities, either through on-site access or through remote access. The background check must be conducted prior to initial access and on an annual basis thereafter.

The background check should consist of an Automated Fingerprint Identification System (AFIS) fingerprint search administered by the Criminal Records Section (CRS) of the West Virginia State Police and should include a records search by the Criminal Justice Information Services (CJIS) division of the Federal Bureau of Investigation. The information received will be a complete record of the criminal justice information processed by the CRS and the Criminal Identification Bureau (CIB) of the FBI, and would also reveal criminal abuse registry status.

- (4) The Vendor must certify that the employee has successfully completed industry-recognized information security training.
- (5) The Vendor will be responsible for reimbursing the employee for travel expenses incurred at the direction of the State agency. The Vendor will bill the State agency for these expenses providing the supporting details in accordance with the State's travel guidelines found at the following web address:
<http://www.state.wv.us/admin/purchase/Travel/TMRegs.htm>.
- (6) The Vendor must have the employee sign the agency's Confidentiality Statement prior to beginning work. A copy of the agency's Confidentiality statement will be provided with the bid document. Copies of the signed Confidentiality Statement will be

provided to WVOT and the agency for which the Vendor's employee is performing work.

- (7) 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 documentations originating with the State shall remain the property of the State. Ownership of all data systems, programs, materials, and documentation originating with the Vendor shall remain the property of the Vendor. Ownership of all data systems, programs, materials, documentation, and reports originated and prepared for the State pursuant to the work performed under this contract shall belong exclusively to the State unless the agency agrees to release ownership prior to beginning the project.

The Vendor will retain ownership of all tools, method, techniques, standards, and other development procedures, as well as generic and pre-existing shells, subroutines, and similar material incorporated in any custom Deliverable.

The Vendor grants the State a non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all pre-existing materials that are incorporated in any custom-developed Deliverable:

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 will provide data processing equipment and computer resources to meet the project requirements for work performed on-site. Any equipment provided by the vendor and is to be connected to the State's network must be pre-approved by the WVOT.

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. Proprietary or non-public information shared by the Vendor with the State during the knowledge transfer process shall be subject to confidentiality provisions to be agreed to between the Vendor and the Agency that are appropriate for the information being shared.

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 written 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 unless the agency agrees to release ownership prior to beginning the project.

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. Unless warranted, we will provide reasonable prior written notice prior to the audit. The State will use good faith efforts to conduct the audit in such a manner as to minimize any disruption of the Vendor's business.

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, as long as reasonably necessary, 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, the requirements, and the due dates.

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 work for a specific IT project with a clearly defined scope, deliverables and milestones with a duration under 24 months and not to exceed \$2M.

Technical Services is not intended for operational support or routine maintenance. Project work will be driven by predefined deliverables and not guided by tasks assigned by State employees. Projects must adhere to the State Project Management methodology and have an assigned Project Manager. This WVOT Project Manager will work with the Agency Project Manager and the Vendor to oversee project progress.)

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 the clearly defined scope of the project, clearly defined deliverables, anticipated milestones, mandatory requirements, and defined specifications, due dates and how the vendor proposals will be evaluated. 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 response, appropriate resume(s) and a firm fixed 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 vendor and potential contractors that will work on the project, 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 and is the sole employer of its employees and contractors, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of these employees.

1.5.1.3 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.

1.5.1.4 Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims arising out of or in connection with the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns that arise by virtue of Vendor's employment of its employees or that otherwise result from Vendor's status as an employer.

1.5.1.5 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) The negligence or willful/intentional misconduct of Vendor, its officers and employees; and (4) 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 three (3) 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 November 1, 2009.
- 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 21 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 15 Service Categories described in Attachments 2 – 16. (1.3.3)

- 1) Provide a title page for the category for which you are applying
- 2) Provide three client references for this service category. References may be for the bidding vendor or the bidding vendor's proposed subcontractor(s). If you are using references from a subcontractor, you must insure that that subcontractor's name is provided. 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 – 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 | ERP Implementation Services |
| Attachment 14 | VoIP Implementation Services |
| Attachment 15 | Advanced Internet Technology and Applications |
| Attachment 16 | Microsoft Specialists |

Supplemental Staffing Categories

| Staffing Category | Description |
|-----------------------------------|---|
| Web Programming | 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 | 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 | 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 | 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. |
| 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, installing, implementing and security services for WAN/MAN/LAN. |
| Business Analyst Services | Includes, but is not limited to; providing program technical assistance to information technology professionals in developing scope and requirements outlined in system requirements document, reviewing design documents developed, conducting system test, assisting in data conversion, and assisting in implementation of new system |
| ERP Implementation Services | Includes, but is not limited to, providing system analysis, proactively working with business teams to support business and technical issues, and software integration and external interface development. |
| VoIP Implementation Services | Includes, but is not limited to, analysis of network configurations to determine necessary changes required to support transport, supporting troubleshooting and remediation actions during transaction actions., |

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 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.

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.
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

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, 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, and 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:

- 1) total development/implementation cost; 2) scope, size and /or complexity; 3) tools used; 4) management approach; 5) technology employed; 6) vendor responsibilities; 7) results of project; 8) vendor performance; 9) estimating methodology/approach employed; 10) project management; 11) methodology/approach employed; 12) quality assurance approach/process employed; and 13) 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.

Microsoft BizTalk is being used as the centralized service broker. Vendors seeking to qualify for this attachment should have substantial skills and experiences with BizTalk. 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.); and 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

Attachment 13

ERP IMPLEMENTATION SERVICES

ERP (Enterprise Resource Planning) implementation can be defined as the installation of a software package that integrates all data and processes of an organization into a unified system. The software is cross functional and enterprise-wide system and can handle HR management, accounts receivable, accounts payable, general ledger, purchasing, and many other centralized functions. The customization process can be defined as the process of extending or changing the working pattern of the individual systems currently in operation.

This Project-based Service could be used to perform factions of the implementation that are not to be performed by the Primary Vendor and to assist in on-going support of the system. Services would require ERP solution leadership for multiple projects working with multiple business teams in developing and driving business and system solutions; proactively work with business teams to support business and technical issues and drive closure on all support items, including business process, policies and technical solutions; drive process standardization across the business to streamline and provide efficiencies both operationally and technically; and provide business domain expertise and knowledge and apply product functional and technical specifications for solution execution.

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 ERP implementation services have been performed in the last three years.

1. Minimum 2 full cycle ERP implementations completed.
2. Proven experience in designing and implementing business solutions on an ERP platform across various functional modules (inventory, financials, etc.)
3. Minimum of 3 years of experience implementing an ERP system component(s).
4. Experience with one of the following ERP systems (SAP, PeopleSoft, Microsoft)

11/18/2009

Attachment 14

VoIP Implementation Services

The State is implementing Voice over Internet Protocol (VoIP), a general term for a family of transmission technologies for delivery of voice communications over IP networks such as the Internet or other packet-switched networks. The State's plan is to implement Internet telephony — voice, facsimile, and/or voice-messaging applications — that are transported via the Internet, rather than the public switched telephone network (PSTN).

Successful vendors for this attachment must demonstrate skills, experience and capabilities in the three 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 VoIP implementation services have been performed in the last three years.

1. At least 5 years of experience in the analysis of network configurations and assisting in the conduct of site surveys, transition plan development and other actions required.
2. Preparing reports, briefings and other documentaiton needed to network operations/maintenance and management prsonnel for situational awareness.
3. Good ability to analyze and solve complex problems using analytical and creative problem solving skills for design, creating and testing of networks.

Attachment 15

Advanced Internet Technology and Applications

There are multiple issues related to enhancing productivity in the enterprise workplace, including the need to access data from various databases, and enhance the user interface and related back-office elements for easier personalization and collaboration. Web 2.0 is the popular term for advanced Internet technology and applications including blogs, wikis, RSS, and social networking.

According to Wikipedia, the term "Web 2.0" is commonly associated with web applications which facilitate interactive information sharing, interoperability, user-centered design⁽¹⁾ and collaboration on the World Wide Web. Examples of Web 2.0 include web-based communities, hosted services, web applications, social-networking sites, video-sharing sites, wikis, blogs, mashups and folksonomies. A Web 2.0 site allows its users to interact with other users or to change website content, in contrast to non-interactive websites where users are limited to the passive viewing of information that is provided to them.

Projects in this category will require the vendor to develop rich conceptual models to improve usability, design next generation applications to leverage web services, design rich, interactive navigation styles, solve complex UI navigation issues, design fast, efficient transactional applications, create complex UI design patterns, and leverage data warehouses with new data visualization techniques.

Successful vendors for this attachment must demonstrate skills, experience and capabilities in GUI web design, and must provide references (names, phone and e-mail contact, description, cost, scope of work and results) for at least three (3) clients where they have developed blogs and/or podcasts used in a business environment.

Attachment 16

MICROSOFT SPECIALISTS

The world of government work is changing. To meet the growing expectations of their constituents, governments need to consider new processes, technologies, and systems to improve service and communication. Due to the highly dispersed nature of state government offices, the State has adopted Microsoft as a standard for communications unifying State offices with a single technology backbone that makes them more manageable. The main support behind the state's unified communications is the Active Directory® service, which is making possible a more effective e-mail system, as well as presence information and instant messaging.

We have partnered with Microsoft to design cost-effective and innovative solutions that allow government agencies to leverage existing infrastructure and application investments and accommodate for future demands.

As the State's infrastructure continues to grow, we will have a need for Microsoft Partners with Microsoft Certified professionals. Projects under this category will require Microsoft Certified Professionals, Microsoft Certified Developers, and individuals achieving the Microsoft Advanced certifications.

Successful vendors for this attachment must be a Microsoft Partner and must demonstrate skills, experience and capabilities in the three 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 Microsoft Certified individuals have worked on projects in the last three years.

11/18/2009

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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. 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>.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

.....
COMPANY

.....
DATE