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

Request for Quotation

ITECH10

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

SH+P TO

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

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12/21/ OPENING DATE:	: 2009	01/14/	2010		<u> </u>	RTD	OPENING TIME	01:30PM
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							1/14/2010.	
	2. ITE	CH10 Q	UESTI	ONS A	ND ANSWER	S, 6 PA	GES, ATTACHED.	
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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- **4.** All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- **12. BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form,
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- **3.** Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **4.** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

ITECH10 Questions and Answers

	Deloitte Consulting was qualified under the ITECH07 RFQ. We would like to confirm that
1Q.	Delotte Consulting was qualified under the Tree-life device without submission under
	our qualification remains valid. Are we still qualified even without submission under
	ITECH10?
1A.	ITECH10 is a new contract so you'll have to re-qualify by submitting qualifications for all
	applicable categories.
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2Q.	If our qualification under ITECH07 remains valid, and we would like to qualify for additional service categories provided in ITECH10 which were not in ITECH07, should we submit qualifications for just those additional services?
2A.	See number 1.
3Q.	I've just received the subject RFQ. Does this mean the ITECH06/07 contract is being re-
JŲ.	competed and all current ITECH vendors must submit a new proposal?
2.4	
3A.	Yes
	1 :1 :1 : 1: formation without do we are should we also submit our
4Q.	When we respond with the required information where do we or should we also submit our rates at that time?
4A.	You do not submit rates at this time. After you are qualified, mini-RFP's will be sent to the
	vendors under the requested category at which time you will submit your rates.
5Q.	Desktop support. Can you please tell me if the state has an Enterprise Desktop/Server
JQ.	Management tool e.g., LANDesk/SMS/Altiris/Zenworks ect
	Management tool e.g., LANDESN SIVIST Management 2007 B2 SD2 og our primary
5A.	We currently use System Center Configuration Manager 2007 R2 SP2 as our primary
	management tool, as well as 1E's power management and distribution suite (Nomad).
6Q.	HelpDesk Support. Can you please tell me if the state if using a Enterprise HelpDesk
	application like Remedy/HEAT/Magic?
6A.	WVOT uses a modified version of HEAT.
UA.	W VOT uses a mounteed version of 122211.
70	Enterprise Services. Can you please tell me if certifications in SixSigma or The Balance
7Q.	
	Scorecard are important?
7A.	In some instances, agencies will request these types of certifications in their Statement of
	Work.
8Q.	Is it possible to send us a copy of the ITech10 bid req in MS Word format?
8A.	The Purchasing Division is unable to process this request.
073.	THE A VANAMAND AND AND AND AND AND AND AND AND AND
00	We have a question regarding Supplemental Staffing Attachment I. The RFP asks us to
9Q.	provide the "general value of the project." How do you quantify general value?
0.4	provide the general value of the project. How do you quality general value.
9A.	The general value is how much you received in response to the project.

10Q.	What if there are multiple consultants billing at the client site at the same time?
10A.	That will happen from time to time.

11Q.	What if the billing is on a Time and Materials basis and not as a Statement of Work?
11A.	All supplemental staffing and project-based services will be awarded from a Statement of Work.
12Q.	Can we use the same reference to establish qualifications and experience for multiple Supplemental Staffing Categories and/or Service Categories? (p16-17, Section II and Section III)
12A.	Yes
13Q.	Is renewal of the contract limited to two (2) one (1) year periods as specified on page 2 or for three (3) one year renewals as specified on page 15 (1.5.7)?
13A.	Three (3) one year renewals.
14Q.	What is the due date and time for the quote?
14A.	January 7, 2010, 1:30 p.m.
15Q.	Does the contractor have to respond to all 21 supplemental staffing categories to be considered for an award?
15A.	No. Only bid the categories that you want to be qualified to bid.
16Q.	If we have one client that we have placed people across a number of categories, is the same reference permissible as long as details are provided?
16A.	Yes
17Q.	The RFQ indicates that SOW will be listed on the state website site, will they also be emailed to the contractors that have received awards?
17A.	The vendor will be responsible for accessing the state website for this contract and bidding on the projects for which they are qualified to bid.
18Q.	I did not see the confidentiality agreement with the RFQ, will it be provided with the SOW online?
18A.	The vendor winning the bid will be provided with the agency's confidentiality to sign.
19Q.	RFQ indicates that the contractor is to provide a summary of work for each month by the 10 th of the following month, what specifically will the Contracting officer be looking for under the supplemental staffing portion of this contract? Will they be looking for a log of everything the employee has done for the moment, a summary of work, or a signed off timesheet from the contractor supervisor?
19A.	The vendor will provide the purchase order number, the person working, the total hours worked, and the total amount billed.
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20Q.	General: How many copies of our proposal response are required with our proposal submission?
20A.	The vendor should provide one original and two copies of their proposal.
21Q.	Page 4 – Purchasing Card Acceptance: Please confirm that the use of a purchasing card is not applicable to this RFQ.
21A.	The Purchasing card is applicable if the payment falls within the Purchasing guidelines.
22Q.	Page 5 – End of RFQ: Are bidders to fill in the "Total" line? If so, please clarify what "total" is referring to (e.g., total categories being bid).
22A.	This should be deleted. There will be no "Total" in response to this RFQ.
23Q.	Page 6 - last full paragraph "Attachments 1 through 11:" Please confirm this should read Attachments 2 through 16.
23A.	Yes, this should read "Attachments 2 through 16".
24Q.	Page 8 - Section 1.3.4 (4): a) What are the requirements of the training of our candidates? b) Please clarify what is meant by "industry-recognized" security training?
24A.	The Statement of Work will be specific on the type of security training will be required. In all instances, the vendor's personnel will be required to take the State's security training after they report to work.
25Q.	Page 8 - Section 1.3.4 (5) Expense reimbursement: It is suggested the vendor manage and process pre-approved, State-authorized expenses incurred by the vendor employee. Is it possible to reimburse the vendor employee's expenses using the State Expense System? The State manager must adjudicate the expenses and is more familiar with the State's requirements. Ultimately, the vendor will be required to pay B&O taxes on the expenses.
25A.	No, the vendor must pay the employee for travel expenses. If travel expenses are to be incurred, this will be noted in the original Statement of Work.
26Q.	Page 12 – Section 1.4 Third paragraph beginning with "Technical Services: Reference; "State Project Management Methodology:" What are the details of this methodology and what is required of the Vendor?
26A.	Please review the information at http://www.technology.wv.gov/ProductsAndServices/pmo/Pages/ProjectLifeCycle.aspx
27Q.	Page 15 – Section 1.5.7: Please clarify the contract duration. This section states 1 year with (3) 1-year renewals. This conflicts Page 2 of the RFQ, which states (1) year with (2) one year optional renewals.
27A.	The contract term is one year with three (3) one year renewals.
28Q. 28A.	Has the State purchased any ERP applications to date? No.
29Q.	Does the State have any ERP applications currently live and running any areas of business?

29A.	No
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30Q. 31A.	If so, which ERP applications are live? Not applicable.
31A.	Not applicable.
32Q.	If so, which versions of the relevant application is the State running?
32A.	Not applicable.
220	If a which were of having any hoing acrossed by EDD applications?
33Q.	If so, which areas of business are being covered by ERP applications?
33A.	Not applicable.
34Q.	Which areas of business is the State planning on implementing ERP applications?
34A.	Not applicable.
250	Deve C. Section 1.2. This section states that no placement feet will be avgorded in the event
35Q.	Page 6, Section 1.2: This section states that no placement fees will be awarded in the event that a vendor-placed resource is offered a full time position with the State. Is there a typical minimum contract engagement time period before an offer for direct employment would be made?
35A.	No
36Q.	Page 8, Section 1.3.3 Service Category Requirements: Some of our newly hired employees have great personal reference stories from their prior employment (either through another company or as an independent contractor). Are those references acceptable to include if they are designated as such?
36A.	Yes
37Q.	Can one reference be used for multiple categories?
37A.	Yes
38Q.	Does "Reference" = "Client" or "Project"? For example, can a single customer be used for multiple references for the same category if multiple projects were conducted over time?
38A.	Yes
39Q.	Page 8, Section 1.3.4 (4): We have several types of security certifications on staff. Please provide some examples of what types of "industry-recognized information security training" meet your requirements.
39A.	The Statement of Work will be specific on the type of security training will be required. In all instances, the vendor's personnel will be required to take the State's security training after they report to work
40Q.	Page 10, Section 1.3.11: Is it expected that the majority of the supplemental staff engagements will be conducted onsite? Or will offsite or remote staff also be acceptable in certain situations (depending on the scope of work)?
40A.	The majority will be on-site but in certain instances, off-site will be acceptable if noted in the Statement of Work.

41Q.	Page 10, Section 1.3.12: This section describes that the State will provide all data processing equipment and computer resources necessary for completion of the project. Does this mean that the State will provide the development and testing environments as well as production?
41A.	Yes
42Q.	Is it acceptable for the Vendor to conduct development within their own environment and transfer it to the State environment for testing and production?
42A.	This will be acceptable only if noted in the original Statement of Work.
43Q.	Will the Vendor be permitted to promote code and applications to the State's production environment, or will the vendor be required to provide installation scripts for a State infrastructure team to deploy?
43A.	In most instances, the vendor will be required to provide installation scripts for a State infrastructure team to deploy.
44Q.	Page 12, Section 1.4 (Supplemental Staffing scope): Are all Supplemental Staffing engagements expected to be 40 hours per week? Or might there be some engagements requiring part time work effort?
44A.	Most engagements will be 40 hours per week but some will be part-time or as-needed.
45Q.	Do you require that the references for the Supplemental Staffing categories be for 40 hour/week engagements only, or are some part time supplemental staff engagement references acceptable?
45A.	Some part-time supplemental staff engagement references are acceptable.
46Q.	Page 13, Section 1.4 (Technical Services): This section speaks to the importance of effective project management from the Agency Project Manager and the WVOT Project Manager, but there does not appear to be mention of a Vendor Project Manager. We assume that a Vendor Project Manager is expected to be included as part of every scoped project performed. Is that a correct assumption?
46A.	Yes
47Q.	We understand that all consultants must have completed industry recognized security training. Does the State of WV have preferred training or example training that would qualify?
47A.	The Statement of Work will be specific on the type of security training will be required. In all instances, the vendor's personnel will be required to take the State's security training after they report to work
48Q.	Section 4 mentions a No Debt Affidavit – Could you provide additional information on this requirement? Is there a form available?
48A.	The No Debt Affidavit is at http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf .
49Q.	Can we use the same reference to establish qualifications and experience for multiple Supplemental Staffing Categories and/or Service Categories? (p16-17, Section II and Section

III)
Yes
Is renewal of the contract limited to two (2) one (1) year periods as specified on page 2 or for
three (3) one year renewals as specified on page 15 (1.5.7)?
See number 27.
What is the due date and time for the quote?
The due date has been changed to January 14, 2010 and must arrive by 1:30 PM.
Page 8 - Section 1.3.4 (3) Paragraph Two - The section groups several different levels of background
check services as referenced the WV State Police and the FBI. How are the services identified and requested?
The required background checks will be identified in the Statement of Work.