



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

Request for Quotation

RFQ NUMBER
ITECH10

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
01/11/2010				

BID OPENING DATE: **01/20/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 ***** 1. BID OPENING DATE HAS BEEN MOVED TO 01/20/2010. 2. ITECH10 QUESTIONS AND ANSWERS ATTACHED. ***** END OF ADDENDUM NO. 3 *****						
0001	1	EA		946-30		
TECHNICAL SUPPORT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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).

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1Q.	We need a definition/calculation for "general value of the project" as it relates to temporary staffing that is contracted on a Time and Materials basis (hourly rates and durations) and not in a Statement of Work (total project costs.
1A.	On the Supplemental Staffing, the General Value would be the "hourly rate" times the hours contracted.
2Q.	This question also relates to "project value" definition. Project value can also vary on the number of consultants hired at one time. Moreover, the project may have 5 consultants each with a different technology. So, "project value" will be greater than the hourly wages of the consultants per technology
2A.	On the Project-based portion, the General Value would be the total amount of the Project for that particular vendor (including all job locations) with a clarification of what job categories are included in the General Value
3Q.	We have sent one original and one copy. Can we send an additional copy to be attached to our original package?
3A.	Yes, if received prior to the mandatory bid opening date and time. Please have a cover letter stating that the additional package is to be added to original. List RFQ – ITECH10 bid , on the outside of the envelop.
4Q.	<p>Addendum #2 state the revised format on the supplemental staffing categories. Please see the sample excerpt below from our response and advise if this format is acceptable.</p> <p><u>STAFFING CATEGORY: WEB PROGRAMMING</u></p> <p><u>Client: Wachovia Bank, a Wells Fargo Company</u></p> <p><u>Contact: Mr. Brian Richter</u> <u>Email: brian.richter@wachovia.com</u> <u>Phone: 704-590-6426</u></p> <p><u>Project Description:</u> <i>Enhancements, upgrades and development of a financial services Wealth Management application.</i></p> <p><u>Consultant Role:</u> <i>Resource for ongoing application development, support and upgrades as directed by the client. Responsibilities include all aspects of coding, enhancements, testing, debugging, and management of applications.</i></p> <p><u>Value of Project: @ \$250,000.00</u></p> <p><u>Length of Assignment: @ 18 months</u></p>
4A.	This is acceptable.
5Q.	Will there be any special preference given to local companies or to minority owned companies?
5A.	Resident Vendor Preference form was included with the original RFQ- ITECH10.
6Q.	Section 1.6 Proposal format – Section II Qualification supplemental staffing – Do we need a

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	separate title page for each category we are applying for? Do we also need a separate page from the title page for each category with reference, duties, description, etc.?
6A.	Do a title page for each category and provide a page for each category with the information provided.
7Q.	If I understand Addendum 2 correctly, we could eliminate: description of work performed, problems encountered and performance results from the Project Based Services references. Please confirm.
7A.	Yes, if the vendor has references in the old format, they will also be accepted.