



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
WWV11865

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302

 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/11/2010				

BID OPENING DATE: 08/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE REVISED TECHNICAL QUESTIONS AND ANSWERS CONTAINING QUESTIONS THAT WERE PREVIOUSLY OMITTED FROM ADDENDUM NO.1 IN ERROR, AND TO EXTEND THE BID OPENING DATE AND TIME.						
THE BID OPENING DATE AND TIME IS CHANGED TO: 08/17/2010 AT 1:30 PM.						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		961-20		
CONSULTING SERVICES.						
***** THIS IS THE END OF RFQ WWV11865 ***** TOTAL:						

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).

Technical Questions/Answers for WWV11-865

Q.1 Section 1.2 states that the State's NEG expires July 24, 2011. However, under "Life of Contract" on the RFQ Form, Exhibit 3 states that the contract will be for one year. In preparing a project timeline, should we assume a full 12-month delivery period?

A1. By law purchase orders resulting from Request for Quotation can only be issued for a contract life of one (1) calendar year with the option of two (2) one (1) calendar year renewals. Therefore, even though the grant extends through July 2011 the resulting PO from this RFQ can only initially be issued under these terms as described.

Q.2 What is the budget amount anticipated for this contract?

A.2 This is Workforce West Virginia's first RFQ of this nature and therefore we are unsure of what the potential costs may be. The State of West Virginia does not release project budgets.

A2. Q.3 Section 3.1 g states requires collaboration with "core leadership". Can you please identify this group, either specifically or in general, as in, how large is the group, what sectors/agencies are represented?

A3. Our core leadership team is made up of two regional WIB directors in WV, one from KY, regional economic development authority directors in all three states , a representative of the WV Manufacturer's Association, a representative of the WV Dept of Education, a representative from a community college in KY. The Chairman of the group is Mike Herron, director of Advantage Valley.

Q.4 Section 3.1 h at the top of page has hanging clause that does not appear to be attached to anything. Are the services listed there – recruiting, educating, training, etc. – to be provided by the contractor?

A4. This was typical error. 3.1 (h) should read as follows:

Identify funding and resources available or needed to implement and sustain the SIP

3.1 (i) offset the effects of job loss events by recruiting, educating, training, preparing, and placing dislocated workers and other untapped labor pools for employment opportunities in growing and targeted industries.

The above services are to be provided by the contractor.

Q.5 Section 3.2 "Timeline" has a list of deliverables at the end. Does the RFQ anticipate #5 and #6 would be developed collaboratively with a large Leadership Group, that is, larger than the core leadership referred to earlier in the RFQ?

A.5 We anticipate some type of “summit(s)” for data gathering and/ or presentation of the plan open to either the public or many local leaders who are not members of the committee.

Q6. Questions related to the “Cost Proposal/Bid Sheet” on page 13”:

A. Because of our location, a significant portion of this budget would be devoted to travel and conferencing costs. However, your instruction states that these ancillary expenses are to be included in the proposed hourly rates. Because of our relatively high travel costs, following your stated instructions would tend to inflate our hourly rates beyond what most providers would quote, thereby constituting a competitive disadvantage. Would it be acceptable for us to quote hourly rates and travel (and other ancillary costs) separately?

(a) No, the reason this request included these ancillary expenses within the hourly rate is to allow us to do a fair cost comparison. Since all vendors must follow this same procedure the end result will provide a true (apples to apples) comparison of costs.

B. (b) The bottom page 13 states the award will be based on the grand total of the proposed costs. Does this mean that the LOW BIDDER will receive the award, or simply that the resulting contract will be at a price fixed by our Grand Total of Proposed Costs”?

(b) This means the low bidder will receive the award.

Q7. Section 3.4 Scope of Work: Will you provide links to the existing labor shed studies and Targeted Industry information prior to proposal submission?

A7. <http://lehdmap4.did.census.gov/themap4/>

Q8. Can you provide clarification around what is meant by a “STEM referral process development system?” (3.4 Scope of Work, item b.7)

A8. A plan in which either dislocated workers or perhaps the general public can be assessed on their aptitude and interest in STEM or other targeted fields, they are then referred to a training program to help prepare them for a career in a STEM or targeted field.

Q9. What level of Social Networking Architecture are you looking for (e.g. social networking plan, social network mapping, etc)?

A9. Social Network Mapping

Q10. We have reviewed the proposed budget for the RIG initiative and noticed line items for Contractual and Other. Have either or both of these been set aside for consulting services?

A10. Yes, both

Q11. Can you provide further clarification on in-state vendor preference?

A11. For further information on vendor preference please see West Virginia Code §5A-3-37.