



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
FAR106065

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

VENDOR

**Hope Garcia
 Grant Thornton
 112 East Pecan Street
 Suite 2800
 San Antonio, Texas 78205**

SHIP TO

DEPARTMENT OF ADMINISTRATION
 FINANCIAL ACCOUNTING AND
 REPORTING SECTION
 2101 WASHINGTON ST E
 CHARLESTON, WV
 25305-1510 304-558-4083

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|--------|---------------|
| 11/23/2009 | | | | |
| BID OPENING DATE: 12/30/2009 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO. | ITEMNUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | LS | | 906-29 | | |
| <p>SOFTWARE ENGINEERING SERVICES FOR ERP</p> <p>EXPRESSION OF INTEREST (EOI)</p> <p>THE WEST VIRGINIA DIVISION OF PURCHASING FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF ADMINISTRATION'S DIVISION OF FINANCE IS SOLICITING EXPRESSIONS OF INTEREST FOR SOFTWARE ENGINEERING, CONSULTING, AND PROJECT MANAGEMENT SERVICES FOR AN ENTERPRISE RESOURCE PLANNING SYSTEM PER THE ATTACHED.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS EXPRESSION OF INTEREST MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS EOI, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS MONDAY, DECEMBER 14, 2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT AN EXPRESSION OF INTEREST TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE EOI OPENING AND IN ANY FORMAT.</p> | | | | | | |

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2010 JAN -6 A 10:39

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, 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."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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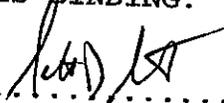
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ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL
304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

DEPARTMENT OF ADMINISTRATION
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| 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 EOIS. 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. <div style="text-align: right;">  SIGNATURE </div> | | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

FEE _____

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| KRISTA FERRELL 804-558-2596 |

RFQ COPY
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| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| | | | | Clinton Rubin, LLC | | |
| | | | | COMPANY | | |
| | | | | 12/5/00 | | |
| | | | | DATE | | |
| <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE EOI.</p> <p>REV. 09/21/2009</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> <p>NOTICE</p> <p>A SIGNED EOI MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE EOI SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE EOI MAY NOT BE CONSIDERED:</p> <p>SEALED EOI</p> | | | | | | |

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| BUYER: | | | | KRISTA FERRELL-FILE 21 | | |
| EOI. NO.: | | | | FAR106065 | | |
| EOI OPENING DATE: | | | | 12/30/2009 | | |
| EOI OPENING TIME: | | | | 1:30 PM | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR EOI: | | | | | | |
| ----- | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
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| ***** THIS IS THE END OF RFQ FAR106065 ***** TOTAL: | | | | | | |

| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
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| SIGNATURE | TELEPHONE | DATE | |
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State of West Virginia

**Expression of Interest (EOI) to Provide Software Engineering Services for ERP
Request For Quotation FAR106065**

January 2010

Expression of Interest (EOI) to Provide Software Engineering Services for ERP
Request For Quotation FAR106065

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- I. 3.7.1 General
- II. 3.7.2 Qualifications
- III. 3.7.3 Experience

Let's do it
Managing Partner
Clinton Rubin
12/05/10

I. 3.7.1 GENERAL

- a. **Describe the form of business.** Clinton Rubin LLC is an LLC that operates as a partnership for profit distribution and tax purposes. It is a management consulting that spun out of a large accounting firm with extensive experience with ERP. The business was started in 2007.
Clinton Rubin LLC
3 Neshaminy Interplex
Trevose PA 19053
Contact: Scott Smith
Email: Scott.Smith@Clintonrubin.com
Phone: 215-245-2212
- b. **Provide a statement of mergers:** Clinton Rubin acquired McConnell International on October 1st, 2008. It is a firm that assists commercial companies do business with the Federal Government.
- c. **Pending Litigation:** There is no pending litigation against Clinton Rubin or McConnell International.
- d. **Bankruptcy:** Clinton Rubin has not filed for bankruptcy or insolvency.
- e. **Understanding of Requirements:** Clinton Rubin partners have extensive experience with ERP including defining requirements, selecting software and managing the implementation of ERP in both commercial as well as State and Local governments. With an average of 25 years of experience with implementing ERP and managing the associated changes in organization, processes and technology Clinton Rubin has not only a general knowledge of upcoming project, it's Partners have unique experience managing and successfully implementing ERP on a State-wide basis at the Commonwealth of PA.
- f. **Methodology and Resources:** Clinton Rubin Partners have developed and used many methodologies to successfully implement ERP while working as partners for Big 8 consulting organizations. This methodologies has always included developing and conducting:
 - a. **AS-IS analysis:** to understand the current environment from a process, technology, and organizational perspective. However, the as-is analysis can't be done in such detail that it becomes the project. The methodology needs to balance the level of detail to gain a good understanding of the requirements, the issues and the opportunities.
 - b. **To-Be Analysis:** This task generally uses brainstorming sessions with subject matter experts (usually consultants and or software vendor personell) to bring best practices and an understanding of what the new environment might look like from a process, organizational and technological perspective.
 - c. **Gap Analysis:** Will analyze the difference between the To-be Analyzes and the envisioned software environment. The feasibility of To-Be components will be analyzed by determining how much customization is required to the organization, processes, software etc.
 - d. **Business Case:** Based on the accepted To-Be Analysis components and the anticipated software environment, an implementation cost estimate is developed and compared to an estimate of the anticipated savings. There is also a balance required in this step to prevent the project from becoming too detailed.
 - e. **Funding Proposal and Cost Recovery:** Working with State Executives, a funding proposal will be developed that will include the identification of the cost recovery.
 - f. **Implementation Strategies:** There are several strategies to be reviewed and often the final strategies are a combination of Big Bank versus geographic, functional, and State Agency considerations.
- g. **Potential Significant Problems:** Please find a chart of potential risks we often encounter on ERP projects on the following page.

All of these risks need to be proactively managed.

| Risk | Potential Impact | Mitigation Strategy |
|--|---|---|
| There is not a shared vision of the project scope and desired benefits across the organization | Different individuals and/or departments have different ideas regarding the project and excessive time must be spent to educate on project goals, scope, etc. | Conduct facilitated session with key representatives from different areas to communicate shared vision – ongoing, leverage communication strategy |
| Team is not sufficiently staffed in key areas or participation in workshops and demos is inadequate | Functional and technical areas are not well represented, reducing buy-in, prolonging the project, or missing key requirements | Schedule workshops and demos early and stick to schedules – identify key influencers* to offset constrained resource pools |
| Vendors are not able to meet demo, RFP, and other scheduled dates | Timeline is pushed back and resources become underutilized | Schedule all vendor activities early and aggressively manage project to stay on track (e.g., consider scheduling now and build project schedule around these dates) |
| Too much detail is included in requirements and focus on what matters is lost | Timeline slips and team loses focus on opportunity and benefit areas | The Firm approach and experience will help navigate the team through requirements to keep focus on what matters |
| Employees perceive that top management is not completely supportive of the project | Employees do not take the project seriously, impeding the ability to deliver desired benefits on-time and on-budget | Executive management must offer visible, active, and ongoing support for the project – incorporate into change enablement approach |
| Team loses momentum at the end of the selection while waiting for implementation to begin | Excitement and commitment to the project dwindle as team members shift back into daily routines making it difficult to get “re-started” | Begin implementation planning and key tasks such as chart of accounts design, vendor clean-up, and item rationalization, while negotiation is being conducted |
| Protracted decision process and/or difficulty gaining decision consensus | Momentum from software selection process is lost, timelines are pushed back, and resources become underutilized | Commit to a decision timeline (e.g. 3-5 days) unless extenuating circumstances require more information |
| The Client environment is very distributed in nature with different entities often having different approaches and/or priorities | Gaining agreement between corporate and Systems can be difficult lengthening project timeframes | The selection project will involve key System stakeholders from the beginning to include their perspective |

- h. **How to retain a stable consulting staff:** This is less of an issue these days, however, one of the reasons we are a partnership is to be able to attract motivate a consulting staff. Our consultants who are not partners strive to become a partner and are dedicated to business model. We also offer the mentoring and growth opportunities as required to become a partner to facilitate our consultants career growth path.
- i. **Alliances or Legal Arrangements with Software firms:** None. We do not align or partner with software firms as we are dedicated to remain objective.
- j. **Alliances with hardware firms:** Same as I, we do not align ourselves with either software or hardware vendors. We are dedicated to remaining objective.

- k. **ISO SEI and CMM:** Our firm has not yet attained these certifications, however, our background as partners within the big 8 consulting organizations has provided valuable experience that we believe provides the credentials we need to be successful in assisting organizations be successful in implementing ERP.
- l. **Financial Statements:** We are a small private boutique management consulting firm with revenues under \$5,000,000. Our financials are not officially audited by an outside independent auditing firm, however, we can put you in touch with our accountant to review our financials if you wish.
- m. **Subcontractors:** We sometimes use subcontracting firms to fill out roles that are not full time employees and these firms include:
 - a. **M9 Solutions:**
 - b. Nexlink
 - c. The W Group
 - d. Aspire

II. 3.7.2 QUALIFICATIONS

- a. **Length of time providing services:** The business was started in 2007 by Partners who have been providing these services to clients for an average of 25 years. The partners are pioneers in ERP, having started and developed ERP practices for Big 8 consulting organizations over the years. Our partners come from PriceWaterhouse, IBM, KPMG, and Serco International.
- b. **Organization of Firm:** There are 6 partners, 4 of which focus on ERP and each with a similar background as outlined above. We have two levels of consultants, a senior consultant and a junior consultant, all or which are dedicated to pursuing becoming a partner with our firm. We have an office in Trevese PA, and one in Washington D.C.
- c. **Firm's ability to complete work:** Our firm is capable of providing the overall program and project management and advisory roles as well as providing specific functional management and leadership positions. We generally sub contract consultants to configure, install, convert data, develop custom programs and complete testing scenarios.

III. 3.7.3 EXPERIENCE

- a. **Government Experience:** Clinton Rubin has extensive experience with State and Local ERP solicitations and implementations. As evidenced by Mark Breton, one of our Partners, who lead the ERP consulting practice for a Big 8Consultancy for over 5 years. Additionally, Scott Smith, another Clinton Rubin Partner, has similar experience in the commercial market.
- b. **Multiple software and implementers:** During the course of our many ERP projects, we have found from time to time, multiple vendors and systems integrators. While burdensome and prone to "who is in charge" issues, multiple software vendors and multiple integrators can be managed with a strong Program Management Office (PMO). This is a role that Clinton Rubin relishes as we have been on their side of the table and can often recognize their "tricks" which allows us to provide a valuable service to keep the project moving and all parties focused on the end goal.
- c. **Hosting:** One of our Partners, Chuck Burns, was the former COO of an outsourcing firm and as well as a former partner who started an ERP consulting practice for KPMG. We have the senior experience on board that can assist you make hosting decision.
- d. **List of ERP projects:** Please find a list of clients both commercial and government that we have assisted over the years below.

| | | |
|---|---|------------------------------------|
| ABN Amro | District of Columbia Regional Health Information Organization | Nissan Motors |
| Allstate | Duke University Healthcare | Orleans Builders |
| American Express | Egypt Oil | Pittsburg Plate Glass |
| Arco Chemical | Freightliner | PriceWaterhouseCoopers |
| Armstrong Flooring | GE Aerospace | Purdue University Health Center |
| AT&T | GE Medical Systems | Rail America |
| Boeing | General Motors | Scott Paper |
| BP Oil | Gibbs and Hill Engineering | Smith Klein Beecham |
| Burger King | Harrisburg Hospital Health System | SSM Healthcare |
| Cambell Soup | Himont | State of Florida |
| Carolina Health Systems | Honeywell | Temple University Hospital |
| Catalytic Engineering | Howard Hughes Medical | TransCanada Pipeline |
| CertainTeed | Hoechst Celanese | Triangle Pacific |
| Combustion Engineering | Intelsat | Union Labor Life Insurance Company |
| Commonwealth of PA | IRI Resource | Uniroyal Chemical |
| Commonwealth of Virginia | IRS | UT Southwestern Medical Center |
| Conrail | Jefferson University Hospital | Vanguard |
| Continental Grain | John Hopkins | Visa |
| Crown Cork and Seal | Keystone Mercy Health Plan | Volvo GM Heavy Truck |
| Chrysler | MCI | Wheaton Industries |
| DC Chartered Health Plan | Mercedes Benz USA | World Bank |
| Detusche Bank | MiniMed Medtronics | Zurich Re |
| District of Columbia Primary Care Association | Mitsubishi Chemical | |

- e. **List of employees proposed:** Until we better understand the requirements of the State of West Virginia, we cannot provide the specific names other than our Partners who are “working Partners” and will be on-site managing work and getting deliverables completed as well as advising West Virginia project personnel.
- a. **Mark Breton: Partner, 25 years of ERP experience, BS degreed,**
 - i. **Employment History**
 - 1. **Dupont**
 - 2. **KPMG/BearingPoint**
 - 3. **Clinton Rubin**
 - b. **Scott Smith: Partner, 25 years of ERP experience, BS degreed**
 - i. **Employment History**
 - 1. **Price Waterhouse**
 - 2. **IBM**
 - 3. **KPMG/BearingPoint**
 - 4. **Clinton Rubin**
 - c. **Jim Molloy: Partner, 25 years of ERP experience, BS degreed**
 - i. **Employment History**
 - 1. **Digital Corp**
 - 2. **KPMG/BearingPoint**
 - 3. **Clinton Rubin**
- f. **References:** We respect the time of our references and therefore will provide you with reference names and contacts should we proceed to the next level of Oral Interviews.