



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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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
12/22/2009				

BID OPENING DATE: 01/06/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED AND ACCEPTED IN ACCORDANCE WITH THE PROVISIONS OF REQUEST FOR QUOTATION FAR106065,						
2.) REPLACE THE PURCHASING AFFIDAVIT FORM WITH THE ATTACHED PURCHASING AFFIDAVIT FORM,						
3.) REPLACE THE STANDARD TERMS AND CONDITIONS WITH THE ATTACHED TERMS AND CONDITIONS, AND						
4.) TO EXTEND THE BID OPENING DATE.						
BID OPENING DATE IS EXTENDED TO: 01/06/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		906-29		
SOFTWARE ENGINEERING SERVICES FOR ERP						

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](http://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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**Technical Questions and Answers**

Pursuant to the above-referenced Expression of Interest, responses to written questions are provided as follows:

1. Q – In addition to the general project objectives in the EOI, does the State have specific goals and objectives for the ERP initiative?  
*a. A – Yes*
2. Q – What is the anticipated start date for the services requested in the EOI? Is there an anticipated completion date for the services requested?  
*a. A – Time is of the essence. The time-line is to be determined.*
3. Q – Can you clarify whether a HIPAA Business Associate Addendum will be needed for this engagement?  
*a. A – Yes, it may be needed. Would be discussed in negotiations with successful bidder.*
4. Q – Have there been any addenda to the Expression of Interest document? If not, are we required to submit a document acknowledging addenda?  
*a. A – No prior addendums have been issued. Addendum acknowledgement should be completed.*
5. Q – The EOI states that a vendor is sought to assist in “system acquisition, configuration, installation, and data conversion.” These tasks appear to be the tasks of a vendor conducting ERP system implementation rather than a vendor assisting with ERP planning. Can you confirm that these tasks are included in the scope requested by this EOI? If it is within scope, what is meant by the statement “The successful firm shall be prohibited from submitting a proposal for an ERP solution”? The successful firm shall be further prohibited from consulting with or advising any potential ERP vendor on any procurement solicitation issued to develop and/or procure the ERP solution for the State.”  
*a. A – This Expression of Interest does not include implementation services. The successful firm shall be prohibited from submitting a proposal for the ERP solution. The successful firm shall be further prohibited from consulting with, advising or subcontracting with any potential ERP vendor on any procurement solicitation issued to develop and/or procure the ERP solution for West Virginia.*
6. Q – Labeling of the Sections states...“including but not limited to qualifications, experience and methodology”, whereas the Expression of Interest Response Requirements (Section 3.7, starting on page 8) indicate that “Responses

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**Technical Questions and Answers**

should include the following information: General, Qualifications, Experience..." Please clarify.

- a. A – Please provide the information requested in Section 3.7 of the Expression of Interest.**
7. Q – Can you confirm that you expect one *paper copy* of the original of the EOI to be submitted?
  - a. A – Yes, one signed paper original is required; courtesy copies are to be submitted on CD.**
8. Q – What system(s) are currently in place for HR/Payroll and Procurement? Can you provide a list of the potential systems that will interface with the new ERP?
  - a. A – Please refer to Section 3.5 of the Expression of Interest regarding completion of an "As Is Analysis".**
9. Q – Has an ERP software solution already been selected? If so, which one?
  - a. A – No.**
10. Q – We note that "pension management" is included in the list of modules that are likely to be implemented. Are retirement and pension business processes and related functions in scope for this project?
  - a. A – To be determined.**
11. Q – The EOI requests a list of all ERP related projects completed by the firm. Our firm has numerous such projects. Would a sub-set of applicable ERP projects be acceptable in order to comply with the economy of preparation requirement (Section 1.7) on page 2?
  - a. A – Section 3.7.3 d. is hereby revised as follows:**
  - b. "Provide a list of all government related ERP projects completed by the firm. Address how the experience gained (successes and failures) from these engagements can be applied to the Requirements Definition phase of the West Virginia ERP project."**
  - c. Section 3.7.3 f remains unchanged.**
12. Q – Section 3.7.3.d requests "a list of references for all ERP related projects" while Section 3.7.3.f requests "no more than 5 no less than 3 references for similar projects." Can you clarify what is the difference between the nature of the references to be provided in each section and the specific information that is desired from respondents to the EOI for each?
  - a. A – See response to 11 above.**
13. Q – What is the anticipated timing for the oral presentations?
  - a. A – To be determined – mid January.**

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14. Q – Regarding Section 3.2 of the RFP:

Is facilities management functionality included in project scope?

Is fleet and equipment management functionality included in scope?

Is the management of linear assets and point assets on the roadway network for WVDOT included in project scope?

Is work order management/maintenance management functionality included in scope for WVDOT? For other state agencies?

Is the scope of Capital Budgeting and Long Term Financial Planning intended to include supporting the WVDOT transportation programming process, including such functions as needs identification, project identification and prioritization, federal funds management, and the development of the state transportation program and the fiscally constrained State Transportation Improvement Program (STIP), which is submitted to the federal government?

Does the Human Resources/Payroll scope include the following functionality?

Time and attendance

Labor distribution

Position control

Recruitment and applicant services

Training/employee development

Classification and compensation

Employee self-service

Insurance administration

**a. A – To be determined.**

15. Q – Can the state provide a more detailed explanation of the purpose of the Material Request module? Is this function actually a component of the Materials Management module?

**a. A – Please refer to Section 3.5 of the Expression of Interest regarding the “As Is Analysis”; to be determined.**

16. Q – Does the State have any expectations regarding document imaging being integrated as part of the overall ERP solution?

**a. A – Yes**

17. Q – Does the State have any expectations regarding the scope of the core ERP software versus third-party "best of breed" software for functions not commonly addressed by the core ERP software (e.g., linear assets)?

**a. A – Yes**

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**Technical Questions and Answers**

18. Q – We are a privately-held company that does not maintain audited financial statements. Is it acceptable to submit unaudited financial statements and to provide other assurances regarding our financial stability?
- a. A – Yes*
19. Q – Under “Statistics” in Section 2.0, the terms "extended revenue accounts" and "extended expenditure accounts" are used. Please provide additional detail regarding how these accounts are used.
- a. A – Uniquely across state agencies.*
20. Q – Section 3.5 states that the consultant will provide the resources and methodology for the Change Management Plan. Is it anticipated that the consultant will also provide resources to assist in executing the Plan?
- a. A – Yes*
21. Q – How many different ERP systems comprise the current environment?
- a. A – To be determined in the “As is Analysis”; please refer to Section 3.5 of the Expression of Interest, Consulting Engineering Services.*
22. Q – Would the State please describe the major ERP systems that are in use today and comment on the level of integration that exists between them?
- A – Please see response in 1 above.*
23. Q – Section 1.2 (Project) provides a list of the services being sought by the State, including needs assessment and planning; preparation of the ERP system solicitation document; proposal and system evaluations; ERP system contract negotiations; system acquisition, configuration, installation, and data conversion; and potential project advisory and quality assurance and management oversight. Section 3.5 (Consulting Engineering Requirements) suggests that, at a minimum, the consultant is expected to provide methodology and resources to perform the following: As Is Analysis; To Be Analysis; Gap Analysis; Change Management Plan; Business Case; Funding Proposal & Cost Recovery; and Implementation Strategies. What specific services is the State seeking as part of this procurement? Would it be correct to assume that we should expand the list in 3.5 to meet the services outlined in Section 1.2?
- a. A – Please refer to the answer for Question No. 5.*
24. Q – Section 1.9.2 (Submission): Is the one (1) original proposal intended to be a signed hard copy of an electronic version on CD?
- a. A – Yes, one signed paper original is required; courtesy copies are to be submitted on CD.*
25. Q – Section 3.7.1.L (General Response Requirements) requests a copy of our most recent audited financial statement and DUNS number. As a privately held firm, we do are not required to prepare audited financial statements. Would the State accept a

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current financial statement, together with a Dun & Bradstreet report and a bank reference, to demonstrate our company's financial stability?

*a. A – Yes.*

26. Q – Section 3.7.3.d requests proposers to provide a list of references for all ERP related projects completed by the firm (with contact information for each project). Section 3.7.3.f requests that we provide no less than 3, but no more than 5 references for similar projects completed by the firm. As a general practice, we like to inform our named references that they have been included in a proposal. Will the State be contacting individuals listed in 3.7.3.d, or only those listed as references in Section 3.7.3.f?

*a. A – Please refer to response to Question No. 11.*

27. Q – Section 3.8.2 (Oral Interviews) refers to “on-site project manager.” Is the State seeking to maintain a certain level of on-site time of our proposed project manager or will onsite project needs be determined during negotiations?

*a. A – In accordance with Section 3.8.2 of the Expression of Interest, the proposed on-site project manager must attend the oral interview. The amount of on-site time will be negotiated with the successful vendor.*

28. Q – Section 4.1 (Evaluation and Award Process) describes that the evaluation criteria for award will be broken down into the following three areas: Experience and Qualifications in ERP System Engineering Consulting (40 points), Methodology (20 points), Oral Interview (40). Would the State please provide further detail on how the points in these three areas will be determined?

*a. A – No*

29. Q – What were the compelling reasons to utilize the EOI procurement vehicle for architectural and engineering services for this procurement over the RFP or RFQ process frequently used for systems planning and consulting procurements?

*a. A – The Expression of Interest is a State accepted procurement method.*

30. Q – Do you already have a base line set of requirements or do you need to start from scratch?

*a. A – We do not have a base line set of requirements.*

31. Q – Will you be borrowing a similar RFP from another State or starting from scratch?

*a. A – To be determined.*

32. Q – Can someone from our firm meet with a member of the evaluation committee on other state government related issues unassociated with the ERP Expression of Interest?

*a. A – State law only prohibits communication with vendors concerning the particular solicitation. See WV State Code of Rules 148CSR1, 6.6.*

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33. Q – So that we do not inadvertently discuss ERP issues with someone on the evaluation committee, who are the members of the ERP evaluation committee?
- a. A – We do not disclose evaluation committee members.*
34. Q – Please explain what you mean by “configuration, installation and data conversion” services. Does this mean the vendor selected from this EOI will be providing system integration services for the ERP implementation or will that be part of the next procurement?
- a. A – The selected vendor will not provide integration services. See response to Question No. 5.*
35. Q – Would the selected vendor for this procurement be allowed to provide subcontract programming resources (not prime contractor) for the next procurement?
- a. A – The selected vendor will be precluded from all subsequent procurements related to ERP. See response to Question No. 5.*
36. Q – Because of the Christmas holidays, the prior commitments of certain resources during this time and the desire to develop a first class response, would the state consider extending the Expression of Interest opening date to January 15, 2010 or another date in January?
- a. A – No.*
37. Q – What is the “ERP Solution”? Is the State's interpretation as “software only”? Or is it software and implementation services/integration” services?
- i. “1.2 Project*  
The State of West Virginia plans to implement an Enterprise Resource Planning solution, hereinafter referred to as “ERP”, to address the business and technology needs of the State. The selected firm shall provide qualified professionals to partner with and augment the State personnel to assist in: Needs assessment and planning; preparation of the ERP system solicitation document; proposal and system evaluation; ERP system contract negotiations; system acquisition, configuration, installation and data conversion; and potential project advisory and quality assurance and management oversight.”
- b. A – Please refer to response to Questions No. 5.*
38. Q – The above implies the selected firm would be responsible for the entire project, with the exception of the software.
- a. A – Please refer to response to Question No. 5.*
39. Would you want the same firm to do the installation, data conversion and quality assurance and management oversight? Typically IT projects have separate firms provide these services.
- a. A – Please refer to response to Question No. 5.*



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40. Q – In Section 1.2 it states that, “The successful firm shall be prohibited from submitting a proposal for an ERP solution. The successful firm shall be further prohibited from consulting with or advising any potential ERP vendor on any procurement solicitation issued to develop and/or procure the ERP solution for the State”. Would that apply to a subcontractor of the successful firm? In other words, would a subcontractor for the successful firm for the EOI be prohibited from working with the successful ERP solution vendor?

*a. A – Yes, consultant subcontractors will be prohibited from subcontracting with the ERP solution vendor.*

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_