



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  
 FAR226005

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA ERP  
 PROJECT MANAGEMENT OFFICE  
 SUITE 301  
 1615 WASHINGTON ST E  
 CHARLESTON, WV  
 25311

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/25/2011				

BID OPENING DATE: 04/06/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 7						
THIS ADDENDUM IS ISSUED TO PROVIDE FURTHER CORRECTIONS TO THE PRICING PAGE.						
ALSO, TO PROVIDE THE ADDITIONAL CLARIFICATIONS.						
TECHNICAL PROPOSAL OPENING DATE REMAINS: 04/06/2011						
TECHNICAL PROPOSAL TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 7 *****						
0001	1	LS		920-49		
ENTERPRISE RESOURCE PLANNING SOFTWARE (ERP)						
***** THIS IS THE END OF RFQ FAR226005 ***** 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](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).

**RFP# FAR226005**  
**Addendum No. 7**  
**Clarifications**

In RFP section 3.4.1 (p.119), the proposal submission requirement states "one original technical and cost proposal plus 5 convenience copies and 2 convenience copies of each on CDs..."

In RFP section 5.2.1 (p.124) the requirement states "Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such in the original technical proposal only. The courtesy copies should not have the trade secret information separated."

- a) Could the State please clarify if the "Original" Technical and Cost proposals should or should not include information considered by vendors to be trade secret, and what is meant by "separated"? For example, does the State desire trade secret information separated into a separate section (tab) within the same original binder, separated and sealed separately, or removed altogether?

Response: The State would expect to see each page that contains trade secrets meeting the requirements of West Virginia Code to be clearly marked and removed from the normal sequence of the original Technical Proposal. These pages containing trade secrets should be grouped together and included along with the original Technical Proposal. The original Technical Proposal will be made available for public inspection, so the pages containing the trade secrets should be easily removable from the body of the Technical Proposal. The State has not established specific requirements on how this should be accomplished as long as the pages containing the trade secrets are readily distinguishable from the rest of the original Technical Proposal.

- b) If trade secret information is removed from the "original" submission, does the State desire a label in each location where the information is removed indicating such?

Response: While not required, the State would not object to the inclusion of a label in each location where trade secret information is removed.

- c) Could the State please confirm that the 5 "convenience" copies should include all information, including any considered to be trade secret?

Response: Yes, the 5 convenience or courtesy copies should include all information, including that meeting the definition of a trade secret, in the correct sequence. These copies will be used in the evaluation of the Technical Proposal and are not intended for public inspection.

- d) Could the State please confirm that "courtesy copies" referenced in 5.2.1 is the same as the requested "convenience copies" referenced in 3.4.1? If not, could the State please clarify what is expected in the courtesy copies and how many?

Response: The terms "convenience copies" and "courtesy copies" are used interchangeably.

- e) Could the State please clarify if the 4 CD's (2 each of the Cost and Technical proposals) should or should not contain the information vendor's may consider trade secret?

Response: All information, including that meeting the definition of a trade secret, should be included on the CDs in the correct sequence. These CDs will be used in the evaluation of the Technical Proposal and the Cost Proposal and are not intended for public inspection.

- f.) In reference to the revised Appendix M – pricing: In the Tab "Staffing Plan by Position," we are limited to 20 positions per work group. There is no ability to insert rows into sheets. How do we handle work groups that have more than 20 positions within that group?

Response: Beginning on row 423 on the Staffing Plan by Position Schedule, there is a subsection entitled "Other (specify)". Assuming the Vendor doesn't need to use this "Other (specify)" subsection for another purpose, then we suggest renaming this subsection as a continuation of the subsection requiring more than 20 positions per work group.

If the Vendor needs to use the "Other (specify)" subsection for another purpose, then they will need to let us know and we can modify the Staffing Plan by Position Schedule to allow the Vendor to add additional rows in the appropriate subsection(s).

We're also addressing the issue with the totals not fitting into the schedules. Tom is removing the bolding of the subtotal and total rows which addresses the problem.

- g.) The width of the columns in Appendix C – Cost Schedules may need to be expanded. I have attached a sample Cost Schedule which shows the concerns. For example:

Summary Presentation Schedule Tab – Line 20 does not show numbers greater than \$9,999,999

Total Cost Summary Schedule Tab – All cells do not show numbers greater than \$9,999,999

Staffing Plan by Function Schedule Tab - Line 30 does not show numbers greater than \$9,999,999

Staffing Plan by Position Schedule Tab – Line 26 (and subsequent summary lines) does not show numbers greater than \$9,999,999

Response: This has been corrected.

h.) We are confused with what services we need to include in the Cost Proposal related to the two Travel options.

Option 1 – Implement the ERP Travel module  
Option 2 – Interface to the hosted travel solution

My interpretation from below is that you are asking us to include the cost of both options in the Cost Proposal. In that case, we would be double-counting. Can you clarify?

#### **2.9.16 Travel**

The State has included requirements for travel functionality in Appendix M – Functional and System Wide Requirements. The State is currently implementing TRX Solutions, a third party hosted solution, to perform travel management for the State.

The State has also included a number of interfaces between the ERP and the hosted travel solution in Appendix J – Interfaces. Vendors should respond to the travel requirements as part of their technical proposal. Vendors should also include the effort and associated cost of interfacing with the hosted travel solution in their cost proposal. The State anticipates making a final determination on whether to implement the ERP travel management functionality and whether the ERP travel functionality will integrate with or replace the TRX application following a review of the proposals from vendors and the conduct of software demonstrations.

Response: The RFP includes requirements for building the travel solution as part of the ERP system and interfaces which would be required to continue the separate hosted travel system. The State intends to view the proposed ERP solutions and make a decision on which approach is in the State's best interest and provide clarification regarding the final approach the State intends to take as part of the Request for Best and Final Offer. Therefore, Vendors would be expected to reflect the cost for both in their proposal submitted in response to

the RFP and adjust their costs for the BAFO to align with the clarification provided in this area by the State.

A similar approach was taken for Applicant Services as described in RFP Section 2.9.17.