



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
 804-558-2596

VENDOR ROOM

RFQ COPY
 TYPE NAME/ADDRESS HERE

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 |
|--------------|---------------|----------|--------|---------------|
| 08/12/2011 | | | | |

BID OPENING DATE: 08/26/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|---|------------|--------|
| | | | | ADDENDUM NO. 11 | | |
| | | | | THIS ADDENDUM IS ISSUED TO: | | |
| | | | | 1.) PROVIDE ANSWERS TO INQUIRIES FOR THE BEST AND FINAL OFFER | | |
| | | | | PLEASE NOTE THAT QUESTIONS RECEIVED AFTER 08/11/2011 WILL BE ANSWERED BY SUBSEQUENT ADDENDUM. | | |
| | | | | BAFO OPENING DATE REMAINS: 08/26/2011 | | |
| | | | | BAFO OPENING TIME REMAINS: 1:30 PM | | |
| | | | | ***** END ADDENDUM NO. 11 ***** | | |
| 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 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).

Responses to Vendor Inquiries Related to the Request for Best and Final Offer for RFP # FAR226005:

1. **Question** - Today I received the BAFO via fed ex for the ERP project (fax attached). Did you send out an email notice on August 3rd that I may have missed, or was it done just through the mail?

Response - Formal requests packets were sent via overnight delivery to the person listed in each vendor's cost proposal response. We understand that most companies have put forth a collaborative effort; however, each company designated in the cost proposal for a contact for correspondence concerning the cost of your proposal. We will be routing all correspondence through the person designated in the cost proposal for each company as the point of contact only.

2. **Question** - Section 3.1 of the BAFO Request document states "Vendors should use the table format provided below for their responses to the Technical Proposal portion of their BAFO referencing the BAFO section and the section of their Technical Proposal being addressed". Please clarify what is to be submitted as part of the BAFO response with respect to Section 3.1. Is the State requesting that we submit both the Technical Clarification Response Table and a revised Technical Proposal (in its entirety), or just the Technical Clarification Response Table?

Response – The State does not intend for Vendors to submit a revised Technical Proposal in its entirety. Please submit responses to the Technical Proposal portion of the BAFO as requested in Section 3.1 of the Request for BAFO.