



**State of West Virginia
Agency Request for Proposals
Info Technology**

Proc Folder: 1754949			Reason for Modification:	
Doc Description: Finance & HR ERP Solution			Addendum No. 4 To publish and distribute the attached information.	
Proc Type: Agency Master Agreement				
Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2025-10-10	2025-12-02 14:00	ARFP 0402 EDD2600000001	5	Draft

BID RECEIVING LOCATION

PROCUREMENT OFFICER
DEPARTMENT OF EDUCATION
BLDG 6, RM 700
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Jo Ann Adkins
(304) 558-2686
joann.adkins@k12.wv.us

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO	SHIP TO
DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	DEPARTMENT OF EDUCATION OFFICE OF SCHOOL FINANCE 1900 KANAWHA BLVD E, BLDG 6 RM 650 CHARLESTON WV 25305-0001 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Finance and HR ERP Solution				

Comm Code	Manufacturer	Specification	Model #
43231500			

Extended Description:
Finance and HR ERP Solution

Please see the full list of attached documents for this solicitation.

Online responses are prohibited. Please submit responses according to bid submission instructions.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>

	Document Phase	Document Description	Page
EDD260000001	Draft	Finance & HR ERP Solution	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFP EDD2600000001

Addendum Number: No.04

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

- 1) The purpose of this addendum is to publish and distribute the attached information.

No additional changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ARFP EDD260000001
Addendum No. 4 – Summary

This addendum outlines updates and clarifications to the solicitation ARFP EDD260000001. The following changes and additions have been made:

1. Vendor Questions

Responses to submitted vendor questions have been provided.

2. Solicitation Deadline Extension

The solicitation close date has been extended to December 2, 2025.

3. New Attachments

- Attachment A_Technical Specifications and Vendor Responses_Addendum 4.docx (Word document)— This document replaces *Attachment A_Technical Specifications and Vendor Responses.xlsx* (Excel)
- Attachment C_Optional Specifications and Vendor Responses_ Addendum 4.docx (Word **document**)—This document replaces *Attachment C_Technical Specifications and Vendor Response.xlsx* (Excel)
- Attachment B_Cost Proposal Form_Addendum 4.xlsx— This document supersedes *Attachment B_Cost Proposal Form.xlsx* and includes updates to Section 8: Optional Module. Specifically, it adds the Automated Timekeeping and Attendance Module and introduces the requirement to capture per-unit costs for all optional modules, both at the District level and Agency-wide.

4. Additional Appendices

The following appendices have been added to support proposal development.

- Appendix G_List of Professional and Service Position Codes
- Appendix H_FTE Enrollment as of 10.1.24
- Appendix I_List of LEAs
- Appendix J_Number of Schools
- Appendix K_Total Personnel
- Appendix L_Policy 8200

5. Modifications to Attachment A_Technical Specifications and Vendor Response_Addendum 4

- **MR14:** The Vendor must acknowledge ~~and agree to~~ the SLA requirements outlined in Appendix B: *ERP Service Level Agreements (SLAs)* with the understanding that these requirements may be negotiated upon contract award.
- **MR15:** The Vendor must acknowledge ~~and agree to~~ the SLA requirements outlined in Appendix A: *Implementation Pay Schedule with Benchmarks and SLAs* with the understanding that these requirements may be negotiated upon contract award.

6. Federal Funds Addendum

A corrected version of the Federal Funds Addendum has been provided.

7. Proposal Submission Instructions

- **Technical Proposal** must include at a minimum:
 - Signed documents as instructed in ARFP EDD260000001_Solicitation Instructions & Terms
 - Word versions of Attachment A and C, including any additional information related to proposed optional items (**excluding cost**).
 - Signed Addendum Acknowledgement form marked for all Addendums.
- **Cost Proposal** must include at a minimum:
 - Attachment B: Cost Proposal Form
 - Signature page from ARFP EDD260000001_Solicitation Instructions & Terms
 - Any additional information related to proposed optional items (including cost).

ARFP EDD260000001

1Q.	Section 2: Instructions to Vendors Submitting Bids What is the timeline for the evaluation of the RFP responses?
1R.	<p>The timeline for evaluating the RFP responses for ARFP EDD2600000001 – Finance & HR ERP Solution is fluid and not fixed, as it depends on multiple internal factors. However, the general process is outlined as follows:</p> <ol style="list-style-type: none"> 1. Bid Opening: <ol style="list-style-type: none"> a. All proposals must be received before the official bid closing deadline. b. Bids will be opened on the same day, and only the names of the bidders will be read aloud via a TEAMS link. 2. Evaluation Phase Begins: <ol style="list-style-type: none"> a. After bid opening, the technical evaluation will commence. b. Proposals must score at least 490 out of 700 points (70%) on the technical portion to proceed. 3. Oral Presentations: <ol style="list-style-type: none"> a. These will be scheduled towards the end of the evaluation phase, with vendors receiving at least 3 weeks’ notice. 4. Cost Proposal Opening: <ol style="list-style-type: none"> a. Once oral presentations are complete and evaluated, the cost proposals will be opened. b. This will also be conducted via TEAMS, and only one line of the cost sheet will be read. 5. Final Scoring and Award Process: <ol style="list-style-type: none"> a. Final scores will be calculated by combining technical and cost scores. b. The highest scoring vendor will be contacted to begin the contract and award process. 6. Award Notification: <ol style="list-style-type: none"> a. Once the award is made, all bidders will be notified.
2Q.	Implementation and Methodology Is there a timeline for when the State would like the new system to go-live for the districts?
2R.	The go-live timeline for the districts will be largely determined by the implementation approach proposed by the selected vendor. The goal would be to have all districts fully functional by 7/1/28.
3Q.	Implementation and Methodology Does the State have an ideal rollout plan for when they would like all districts to have the new system fully installed?
3R.	The Agency’s preference is for a staggered district implementation approach, with the objective of bringing all districts live within a two-year timeframe.
4Q.	Support Is the plan to have the state or other state agencies support the new system or is the support model solely the responsibility of the individual vendor?
4R.	The support structure will be guided by the awarded vendor’s proposal and recommended approach; however, the Agency is prepared to serve as the initial point of contact within the customer support framework.

ARFP EDD26000001

5Q.	Evaluation Will it be a requirement for the State of West Virginia that every LEA to be included in a single database?
5R.	No, but the Agency must retain access to each Local Education Agency's (LEA's) data and have the capability to consolidate this information into a comprehensive summary across all LEAs.
6Q.	Evaluation Will vendors that do not have all mandatory modules and technical requirements ready at the time of bid submission result in disqualification of the Vendor's bid?
6R.	Yes, all mandatory modules and requirements must be ready at the time of bid submission or it will result in disqualification.
7Q.	Submission is a Public Document Will all items that vendors mark as 'Confidential' in their RFP responses be released to the public? If yes, we may not be able to include certain attachments, such as Financial Statements.
7R.	<p>As outlined in Section #30 of the West Virginia General Terms and Conditions, all submissions in response to this RFP are considered public documents and are subject to disclosure under the West Virginia Freedom of Information Act (WV Code §§ 29B-1-1 et seq.). This includes any materials marked as "Confidential," "Proprietary," or "Trade Secret." The Purchasing Section will not withhold such documents from public disclosure, regardless of labeling.</p> <p>Given this, vendors should not submit any materials they consider confidential or not subject to public disclosure, including Financial Statements. Since this RFP does not require the submission of Financial Statements, you are not obligated to include them in your response.</p>
8Q.	Migrations Can the State of West Virginia please confirm how many years of data they would like migrated to the new system, specifically items tied to employee records, budget records, and payroll records?
8R.	At a minimum, the Agency would like the capability to migrate data from the legacy system dating back to the 2018–2019 fiscal year.
9Q.	Should proposers include the certification on page 44 of the Solicitation Instructions & Terms in the price proposal, technical proposal, or both?
9R.	The Designated Contact/Certification and Signature page may be submitted with the technical proposal.
10Q.	Are proposers required to complete page two of the Solicitation Instructions & Terms? Should proposers list the unit price, unit of measure, and total price, and include it in their cost proposal?

ARFP EDD260000001

10R.	Page two of ARFP EDD2600000001_Solicitation Instructions & Terms should not be submitted as part of the cost proposal. Attachment B: Cost Proposal Form must be completed and submitted with cost proposal.
11Q.	Should proposers complete Attachment B – Cost Proposal form, DOE IT Cost Proposal Form MEFS RFP, or both attachments?
11R.	The vendor who submitted this question has since withdrawn it.
12Q.	Are the financial remedies for the service level agreements on Appendix B applied based on the total contract amount, or on a per district/MCVCs/ESC basis (similar to those listed in Appendix A)?
12R.	The financial remedies will be calculated and applied based on the total contract amount
13Q.	Would the Department be interested in having advanced timekeeping functionality included in the overall proposal, or is it at the individual district's/MCVC's/ESC's discretion to use a third party, such as those outlined in the RFP (e.g., UKG/Celeritime)?
13R.	The Agency is open to this approach; however, if it is ultimately not in the best fiscal interest of the Agency, the decision to engage a third party would remain at the discretion of each individual district.
14Q.	Would districts/MCVCs/ESCs need the system to accommodate multiple entities within a single instance? For example, do they have different TIN numbers for libraries or other entities?
14R.	MCVCs operate under a fiscal agent as a distinct entity, otherwise no.
15Q.	Do districts/MCVCs/ESCs or the Department have employees who live in a different state besides the state they work in (for example, employees who live in Pennsylvania but work in West Virginia)?
15R.	Yes, there are employees statewide residing in all contiguous states.
16Q.	Would Appendix E be executed at the time of award?
16R.	Yes.
17Q.	Has any schedule of implementation has been established in regards to the RFP. To be more clear, after the RFP is awarded, when should work begin and when does the state expect the last entity to be live?
17R.	The implementation timeline will be largely determined by the awarded vendor's implementation methodology; however, "Appendix A_Implementation Pay Schedule with Benchmarks and SLAs" specifies that a project kickoff meeting must occur within 15 business days of contract execution. The Agency's goal is to have all entities live on 7/1/28

18Q.	General Technical Please explain how you are currently using the CIMS III framework? We currently have a similar system in Oklahoma, but we want to know more details about how LEAs and Agency are interfacing with the system to better understand how we will be implementing the change.
18R.	The CIMS III Software is a menu driven, keyboard intensive, non-GUI platform. The software is used for but not limited to general ledger, accounts payable, accounts receivable, payroll, position inventory, budgeting and reporting.
19Q.	General Ledger This line references 'account numbers'. Are these account codes, bank account numbers, or something else?
19R.	These would be chart of account codes. The current structure is a 28 byte record often displayed as XX.XXXXX.XXXXX.XXX.XXX.XXXX.XXXX.XX
20Q.	General Ledger Please provide a list of other EFT methods desired outside of ACH and direct deposit?
20R.	Other Electronic Funds Transfer (EFT) methods desired include, but are not limited to, the following: <ol style="list-style-type: none"> 1. Credit card 2. Debit card 3. Purchasing card (p-card). <p>Per Agency policy, direct bill is not allowable.</p>
21Q.	General Ledger Regarding the amount of data that the Agency wishes to convert - is there a specific number of years that the Agency wants converted? Will this be different than what is stored long-term? Will this vary based on module, for example Payroll, Accounts Payable, etc.? Can the agency provide an estimate of the storage size of data (i.e., TBs) for a single year of all modules?
21R.	At a minimum, the Agency would like the capability to migrate data from the legacy system dating back to the 2018–2019 fiscal year. The amount that will be stored long term is up for discussion, but LEAs will need a certain amount of data to remain in the system for historical reference and analysis. The legacy data will remain for a to-be-determined amount of time for historic reference after implementation of a new system. Regarding physical storage, due to the database design and system age, it is not practically possible to provide a single year's worth of storage required. The agency anticipates that necessary data to populate the "New" system would be loaded back to 2018-2019.
22Q.	Reporting and Analytics Please provide examples of the Key Performance Metrics that you are looking for in an ERP.
22R.	Key performance metrics desired include, but are not limited to, the following: <ul style="list-style-type: none"> • Budget-to-Actual comparisons • Real-time revenue and expense reporting by fund • Encumbrance tracking

23Q.	Reporting and Analytics We would like more details regarding 'cost-savings'. Does this refer to year over year spending changes? Can we have an example of the type of report you are looking for here?
23R.	The Agency seeks to analyze current costs on a year-over-year basis to identify potential savings opportunities. Examples of useful reports include Vendor Spend Analysis, Duplicate Payment/Overpayment, and Purchase Order vs. Invoice Variance Reports.
24Q.	Accounts Payable Please provide examples of Vendor "Types" used by the LEAs.
24R.	Examples would include Instructional & Educational Vendors, Technology Vendors, Facilities & Operations Vendors, Food & Nutrition Vendors, Administrative & Professional Services, and Miscellaneous/General Supplies.
25Q.	Procurement Please provide an example of the procurement transaction audit trail.
25R.	This would consist of the establishment of the purchase requisition; authorization of requisition; bidding procedures (if applicable); establishment approval, and issuance of purchase order; receipt and authorization of receiving report; receipt, authorization, and reconciliation of invoice; and payment remittance.
26Q.	Budgeting Please provide a list of the modules that you expect to interface with Budgeting outside of the modules contained in the ERP.
26R.	The Agency would only expect other modules contained within the ERP to interface with the budgeting module.
27Q.	Payroll Please provide examples of the labor cost trends and tax liabilities trends that you are expecting to see in these reports.
27R.	It is anticipated that reports can be generated to show year-over-year payroll and corresponding withholding expenditures. These reports should have the ability to be produced based on funding source utilized to generate payment.
28Q.	Position Controls We have different methods for handling Principals depending on state needs. Please provide details about how Principals are managed by the Agency.
28R.	Our current position control methodology does not treat Principals differently than any other position codes.
29Q.	Attachment A Technical Specifications and Vendor Response under Mandatory Requirements (MR) #13 , there is a requirement that "The Vendor must be able to work with third-party timekeeping systems including, but not limited to:

	UKG, CeleriTime." Could you please clarify whether a timekeeping solution is within the scope of this RFP or if it will be addressed as part of a future project?
29R.	If a timekeeping system is included as part of the proposal, its adoption will be at the discretion of individual districts. At this time, the Agency does not intend to mandate the use of a specific timekeeping system but would be willing to negotiate this feature if it is in the best fiscal interest of the Agency.
30Q.	Is the West Virginia Department of Education currently working with a 3 rd -party consultant for this RFP? Knowing this would help us align our approach appropriately.
30R.	No. The Agency is not working with a 3 rd party consultant at this time.
31Q.	Appendix E SaaS, Section 4 – Security Incident or Data Breach Notification Does this require us to provide an overview of our security incidents or data breaches or just confirm the way we are notifying our customers of these situations when they happen?
31R.	This clause does not require disclosure of past incidents. It focuses on your obligations for notifying the public jurisdiction in the event of a confirmed security incident or data breach during the contract term.
32Q.	What is the timeframe where WVDE may request demo/oral presentation sessions and look to procure a solution?
32R.	Please see response to question 1.
33Q.	Attachment C – Technical Response Most questions within the response matrix begin with the phrase, “The Vendor should describe the ability to ...”, which typically indicates the RFP is requesting a written explanation of the vendor’s capabilities. While some responses may be brief (a sentence or two), others may require more detail than can reasonably fit within an Excel cell. To address this, we would like to confirm whether it is permissible to reference an external Word document for these longer responses. We would provide a single Word file containing all answers that exceed what is reasonable in Excel, with clear reference back to the corresponding question in the Matrix. Would this be acceptable to WVDE?
33R.	The Agency is in the process of converting the Attachment A and C Microsoft Excel documents into Microsoft Word Documents.
34Q.	Attachment A – Technical Specifications/Accounts Payable/Expense Management How many employee expense reports are submitted and processed annually?
34R.	Expense reports are processed at the district level, and the Agency does not have access to enough information to provide an accurate response.

35Q.	Attachment A – Technical Specifications/Accounts Payable/Expense Management Do employees use purchasing card or corporate cards? If so, how many have been issued, and on average, how many are used on a monthly basis?
35R.	Yes, Employee use purchasing cards and/or corporate cards. Purchasing cards are maintained and processed at the district level, and the Agency does not have access to enough information to provide an accurate response.
36Q.	Attachment A – Technical Specifications/Accounts Payable/Expense Management How do you reimburse out of pocket expenses to employees – via AP or payroll?
36R.	Both AP and Payroll, however, most through AP.
37Q.	WV DOE RFP for Finance and HR Can you provide the following metrics: <ul style="list-style-type: none"> - Number of users for each of the system areas as listed <p>Finance:</p> <ul style="list-style-type: none"> - General Ledger - Purchasing - Accounts Payable - Accounts Receivable - Budgeting - Fixed Assets - Financial Reporting - Warehouse and Inventory Management <p>Optional - School Level Accounting</p>
37R.	Due to the design of the CIMS III software, it is not possible to provide independent system level user counts. Statewide there are 3,013 ERP users.
38Q.	Can you provide the following metrics: <ul style="list-style-type: none"> - Number of users for each of the system areas as listed <p>Human Resources:</p> <ul style="list-style-type: none"> - Payroll - Benefits - Position Management - Employee Self Service
38R.	Please see 37R
39Q.	WV DOE RFP for Finance and HR 1.1 general Information Please provide: <ul style="list-style-type: none"> - Total number of records in the HR Master - Total number of employees processed in Payroll

39R.	Statewide, there are 200,189 distinct HR/Payroll records.
40Q.	Appendix C – Records Retention Schedule for Financial Records of the Public Schools in the State of West Virginia Table of Contents Please provide Database Sizing for each of the systems listed in the Table of Contents.
40R.	Due to the design and age of the current system, size estimates would not be practical compared to current design standards.
41Q.	Attachment A – Technical Specifications, Section MR #13 Please provide the name and version number of the UKG Timekeeping Software requiring integration with the Finance and HR ERP Solution. If multiple, please list each. Include the total number of employees on each application/version.
41R.	The Agency does not acquire UKG software. The current Agency process is version agnostic.
42Q.	Attachment A – Technical Specifications Section MR #13 Please provide the name and version number of the Celeritime Timekeeping Software requiring integration with the Finance and HR ERP Solution. If multiple, please list each. Include the total number of employees on each application/version.
42R.	The Agency does not acquire the Celeritime Timekeeping software. The current Agency process is version agnostic.
43Q.	Attachment A Technical Specifications Section Pa #3 Please describe how information from third-party substitute call-out systems including Smart Find Express is used in Payroll and Human Resources. For example, is substitute pay generated in payroll from these systems, is teacher sick pay calculated based on data from these systems, etc. Is the information used in HR reporting?
43R.	Employee data is pushed via SFTP to the vendor and job and absence data is returned and consumed into payroll via SFTP.
44Q.	Attachment A Technical Specifications Section Pa #25 Please describe what types of information you would like to import from the LEA's legacy systems. Eg HR, HR History, Payroll History, etc.
44R.	Necessary data to initially populate new system and include data back to 2018-2019.
45Q.	Attachment A Technical Specifications Section Pa #25 Please provide a list of each LEA's legacy system that would provide data for import and the number of employees.
45R.	All LEAs use the same system.
46Q.	Appendix A - Implementation Pay Schedule with Benchmarks and SLAs #3 Milestone, Deliverable, Payment and SLA Overview Would the State be open to a Phased Implementation approach? For example. Phase 1 would focus on ERP, and Phase 2 on HXM components?

46R.	The Agency's expectation is that all aspects of the vendor's solution will be implemented concurrently.
47Q.	WV DOE RFP for Finance and HR Section 1.1 General Information Does the Agency have any unions? If so, how many contracts are there, and what are the re-negotiation dates on those contracts?
47R.	No, however, school district employees may join a union. Contracts are not negotiated by unions. Union representatives lobby the legislature for compensation and benefit purposes.
48Q.	WV DOE RFP for Finance and HR Section 1.1 General Information How is the Agency's employee population broken up by non-exempt and exempt personnel? Are there any concurrent employees (those holding multiple positions at the same time)?
48R.	Please see Appendix G for list of exempt and non-exempt position codes. There may be instances where an employee would be employed as both a professional (exempt) and service (non-exempt) employee.
49Q.	WV DOE RFP for Finance and HR Section 1.1 General Information How are substitutes tracked - including time entry, payroll and scheduling? Does the Agency use Frontline (or another vendor) for any of these tasks? Or is the Agency wanting to bring all substitute administration into the new ERP solution?
49R.	Substitute tracking is the responsibility of each individual district. The Agency does not provide or mandate a substitute management system. While tracking substitutes within the proposed solution is not a mandatory requirement, we do expect the system to have the capability to integrate with the common third-party providers that districts are currently using.
50Q.	WV DOE RFP for Finance and HR Section 1.1 General Information How is time entry processed? Are all employees required to enter time into either UKG or CeleriTime? Will evaluated hours be passed to the new ERP? Or will the new system be expected to evaluate the time to determine appropriate overtime, shift premiums, etc.?
50R.	Time entry processing is the responsibility of each individual district, typically performed by payroll clerk(s). The Agency does not provide or mandate a time processing system. While time processing within the proposed solution is not a mandatory requirement, we do expect the system to have the capability to integrate with the common third-party providers that districts are currently using.
51Q.	Attachment A Technical Specifications and Vendor Response Payroll Section How many payrolls does the Agency currently process (e.g. 10-month, monthly, biweekly, etc.)? And for which populations?
51R.	The Agency does not process payroll. Payroll is administered by each individual district, with payrolls processed at a minimum of twice per month. Employees are

	also provided with the option of deferred pay, which allows their annual salary to be distributed evenly over a twelve-month period, rather than only during the months they are actively working. This deferred pay option enables employees, such as teachers and other 10-month staff, to continue receiving regular paychecks during the summer months when school is not in session.
52Q.	Appendix C - Records Retention Schedule Pages 3 and 4 Noting the data retention requirements of 50 years for HR and Payroll data in Appendix C, are there plans for an archive strategy for employee data? What is the Agency's requirement for data conversion into the new ERP solution?
52R.	The Agency anticipates loading the necessary data to populate the new system, back to 2018-2019. Historical data will remain available from the legacy system.
53Q.	Attachment A Technical Specifications and Vendor Response General What other vendors do the Agency's HR and Payroll departments currently interface with? Please provide a current landscape diagram, if possible.
53R.	This is outside the scope of the ERP solution as the Agency has its own ERP system that is not being replaced. The ERP solution outlined in this RFP is for the individual districts in West Virginia.
54Q.	Attachment A Technical Specifications and Vendor Response General Ledger Section #8 The Vendor should describe the ability for users with special security to change account numbers to different account numbers in batches, updating all modules in which the account number is used. Can you please elaborate on the business scenario behind this requirement.
54R.	While we expect this to be a rare occurrence, if a district were to incorrectly code an item in the chart of accounts and the error was repeated across multiple transactions and these transactions would need updated in batch.
55Q.	Attachment A Technical Specifications and Vendor Response General Ledger Section #9. The Vendor should describe the ability to select certain account groups with given descriptions for use with system display and printed reports: for example, description by first digit of object codes (1 = Salary, 2 = Benefits, etc....) Are these groups created manually today? How are they maintained? How many groups do you have?
55R.	District reporting groups are currently maintained through the chart of accounts. The Agency would like districts to have the ability to generate reports based on specific variables associated with each section, or a combination of sections, within the chart of accounts.
56Q.	Is it a strict requirement to Go-Live with combined HR & Finance?

56R.	Yes. The Agency would expect that districts will Go-Live with both HR & Finance concurrently.
57Q.	How would data be stored and accessed by the State? What processes and responsibilities do the SEA and LEA each have in data submission, certification, and retrieval?
57R.	Each LEA is the “owner” of their data. Currently, certain financial data is made available to the Agency through submittal processes to a state-accessible location. For example, Beginning Budgets, Budget Transfer Requests, Month End Closing, Final EOY Closing and Grant information.
58Q.	Is the data centralized where the state would pull the data for each district/LEA? Or would each district/LEA be responsible for pulling data?
58R.	Currently data is stored in LEA specific instances. LEAs have the ability to query, extract, and report from the LEA instance. The Agency obtains data through a series of submitted data as described in 57R.
59Q.	What custom templates does the State have for check, payroll, or PO formats? Do these formats apply to all LEAs? Will the examples be provided for the purposes of responding to the RFP?
59R.	The current ERP system has canned output for PR, PO, AP, etc. The Agency has deployed a third party add-on to “enhance” and format the output for laser printing.
60Q.	What are the specific retention expectations from the State (timeline, record types, etc.) for migration from CIMs (and any other legacy data platforms) into the new ERP platform?
60R.	The Agency anticipates loading the necessary data to populate the new system, back to 2018-2019. Historical data will remain available from the legacy system.
61Q.	What tools or infrastructure would be expected of the new ERP platform to better support your data-driven decision-making? What does your current data storage and access setup look like (including roles and privileges at each site level)?
61R.	Some tools and infrastructure we would like to see would be: <ol style="list-style-type: none"> 1. Real Time dashboards with drill-down capability instead of static reports 2. Ad hoc query tools so users don't have to wait for IT to run a report 3. Automated Scheduled reports 4. Interactive visualizations (charts, KPI trackers) 5. Trend and Variance analysis for forecasting and budget monitoring 6. Scenario planning and “what-if” analysis for budgets and staffing 7. Procurement spend analysis

	<p>Access to the system is controlled at the state level. Users are created, assigned and restricted to the appropriate instance. Access is further controlled by granting specific menu access and access groups within the application. Certain users are permitted query access to their respective instance with look only authority.</p>
62Q.	<p>What reports/data does West Virginia require for aggregate reporting/analysis? What is the aggregate reporting hierarchy (e.g. only district and state level; regional; campus-type; etc.)? Who is responsible for aggregating and conducting QA for aggregate data reporting requirements?</p>
62R.	<p>The State must maintain the ability to access and review the financial and human resources data of all districts statewide. At present, the State utilizes collection programs to aggregate financial data across districts, ensuring comprehensive oversight, reporting, and compliance monitoring. SQL data tools are then used for analysis. Any future solution must provide equivalent or enhanced capabilities to support the State's statutory responsibilities and data-driven decision making. Additionally, there are processes which require data submission to state agencies such as the Retirement Board and Public Employee Insurance Agency.</p>
63Q.	<p>What reports are required for State/Federal compliance? Please provide samples and/or links to templates if available. The following are noted:</p> <ul style="list-style-type: none"> o Annual Published Financial Statement o Final Budget Submission o Balanced Scorecard & Annual Report Card (Financial Section) o TRS Employer Wage & Contribution Reporting (CPRB COMPASS) o PERS Employer Wage & Contribution Reporting (CPRB COMPASS) o New Hire Reporting (Employees & Independent Contractors) o Quarterly Unemployment Insurance Wage & Tax Reporting o State Income Tax Withholding Returns & Annual W-2 Reconciliation
63R.	<p>Annual published financial statement – Please see Appendix F Monthly PEIA Salary Reports (NEW – Pending) PEIA Reconciliation Reports (NEW – Pending) Data for Annuity Managers</p>
64Q.	<p>Are there district variances for SRC codes? This has been noted due to the references to Counties in the Appendix F. Does the county = school district?</p>
64R.	<p>In West Virginia, school districts are organized at the county level. Each of the state's 55 counties operates as its own local education agency (LEA) and is governed by a county board of education. Accordingly, references to "districts" within West Virginia's education system are synonymous with counties, with</p>

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	each county functioning as a distinct school district. Additional “districts” that will be using the proposed solution are multi-county vocational centers (MCVCs) and educational services cooperatives (ESCs). Multi-County Vocational Centers are specialized career and technical education (CTE) facilities established to serve students from more than one county school district. ESCs are collaborative entities authorized under West Virginia Code (§18-5-13a) that allow county boards of education to pool resources for shared educational services.
65Q.	Regarding integrations, will these be with other systems already in use, or will WV be implementing new products in parallel with ERP?
65R.	All integrations will be with systems currently in use. The Agency does not plan to implement any new products at the state level in parallel with the ERP implementation, however, districts may be implementing new systems at the district level while also implementing the new system.
66Q.	When you say: Configure necessary data flows. Can you give us an example of what you mean?
66R.	This refers to the methods of getting ERP data to and from third-party applications deployed by LEAs. This could also include methods for State access to certain data.
67Q.	The RFP references 65 entities (55 districts, 7 MCVC, 3 ESC). Do all 65 entities require the following: <ul style="list-style-type: none"> - a separate and distinct tenancy (e.g. segregated user environment) - migration of data from separate and distinct datasets (e.g. source data migrated from 65 different databases/sources) - require separate and distinct stakeholders that should be involved in the project
67R.	Yes. Separate and distinct tenancy for each entity. While the current system provides 65 distinct data sets, the database design is identical for all entities. There will be distinct stakeholders involved at each entity. There will be some commonality here as Agency stakeholders will be involved in each district project. MCVC data should be within that of the fiscal agent county.
68Q.	Please provide a list of which districts are associated with which ESCs
68R.	ESC participation is not defined by district. Additionally, district participation in an ESC is not related to an ERP solution.
69Q.	Please clarify their ESC role versus the district's role for this project and any relationships or partnerships expected as it pertains to this project.

69R.	Educational Services Cooperatives (ESCs) in West Virginia are collaborative entities established under state law to provide shared educational and administrative services across multiple counties. ESCs operate as separate LEAs, they are not considered part of a county school district. ESCs will be a user of the system and will not have “partnerships” with the Agency or other LEAs.
70Q.	Please provide a list of all participating districts and MCVCs, along with their ESC participation.
70R.	<p>An MCVC is a cooperative educational arrangement where multiple school districts pool resources to offer specialized vocational, technical, or career & technical education (CTE) programs that might be impractical for each small district to run on its own.</p> <p>Below is a list of each MCVC and their respective fiscal agent district:</p> <ul style="list-style-type: none"> • James Rumsey Technical Institute – Berkeley County • Calhoun-Gilmer Career Center – Calhoun County • South Branch Vocational-Technical Center – Grant County • United Technical Center – Harrison County • Roane-Jackson Technical Center – Jackson County • Mid-Ohio Valley Technical Institute – Pleasants County • Fred W. Eberle Technical Center – Upshur County <p>If a district has students that participate in an MCVC, they are dual enrolled at both the home district as well as the MCVC.</p> <p>See response to question 69 for answer on ESCs.</p>
71Q.	What is the ESC role in the implementation and support of the ERP roll out?
71R.	Please see answer in 69R.
72Q.	The assumption is that Tier 1 support for the individual entities will be done by the ESCs and/or State. Please confirm.
72R.	While the final structure for Tier 1 support will be influenced by the selected vendor’s proposed solution, the Agency is prepared to serve as the initial point of contact for districts. Educational Services Cooperatives (ESCs) will not have a role in providing Tier 1 support under this project.

73Q.	Are there existing extraction programs the state will be using to extract data out of the system, or will these need to be developed based on requirements?
73R.	Access to data will be determined by the vendor. The state requires access to certain aggregated data at various times. Current extraction is primarily driven by Structured Query Language (SQL) processes. Certain processes such as Retirement and PEIA reporting are more application driven.
74Q.	For aggregated reporting (across districts), the assumption is that this will only be done at the State-level. Is that correct?
74R.	Yes, that is correct.
75Q.	<p>When doing the extraction from CIMS, will there be any district-by-district variations?</p> <ul style="list-style-type: none"> - Jobs codes, deductions/benefits, ethnic codes, position control, roles, leave codes, etc <p>§ Example: Are districts allowed to determine their own deductions and/or benefits or must they follow specific guidelines from the state, like Retirement</p> <ul style="list-style-type: none"> - Are vendors and vendor numbers consistent across the state? - Fixed Assets? - Numbers and categories - User Roles
75R.	Yes, there will be district-by-district variations; however, the Agency's intent is to standardize processes and data structures to the greatest extent possible during implementation. While many districts utilize the same vendors, they do not always assign consistent vendor numbers across districts. Establishing a standardized vendor numbering system will be an important objective of this project. In contrast, fixed asset categories are already standardized across all districts, and this standardization should be maintained within the new solution. User roles will need to be evaluated based on new system requirements.
76Q.	Is the approach to Positions consistent across the state, or does it differ depending on the district? (For example, are all Positions 1:1, or 1:Many?)
76R.	These are fairly consistent. The Agency sets forth a listing of positions which includes a definition of the position that an LEA is expected to conform to.
77Q.	Can you describe the policy elements that are set at the district level vs. the state level, for example Leave allotment by tenure, salary schedules by education level or years of service?

77R.

Certain policies are uniform across all 55 county boards of education, as they are defined in West Virginia Code or through West Virginia Board of Education (WVBE) policy. Examples include:

- Leave Provisions (Baseline Requirements)
 - Sick leave accrual rates (e.g., 1.5 days per month for full-time employees).
 - Accumulation limits for sick leave.
 - State law provisions governing conversion of leave to health benefits or retirement service credit.
- Retirement Benefits
 - Administered through the WV Consolidated Public Retirement Board (CPRB), not by local districts.
- Salary Minimums
 - The Legislature sets state minimum salary schedules for teachers, service personnel, and other staff.
 - Counties cannot pay less than these minimums but may pay above them.
- Licensure and Certification Requirements
 - credentialing is governed by WVDE.
- Fixed Asset Categories, Chart of Accounts, and Reporting Requirements
 - These are standardized statewide to support uniform financial reporting and compliance.
- Assessment, Accountability, and Data Reporting Rules
 - Driven by state and federal law (e.g., WV Accountability System, federal ESSA reporting).

District Policy Elements

Within the state framework, county boards of education exercise discretion in setting local policy. Examples include:

- Salary Supplements
 - Counties may adopt local salary schedules that exceed the state minimums (e.g., supplements based on education level, years of service, or local priorities).
- Leave Enhancements
 - While the base accrual is defined by state law, counties may offer more generous leave policies (e.g., additional personal leave days, local sick leave banks).
- Work Calendars
 - Within the statutory requirement of a 180-day instructional calendar, counties set specific school calendars and staff reporting days.
- Stipends and Local Benefits
 - Extra duty pay, coaching supplements, and local benefit programs.

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78Q.	What plans does West Virginia have to establish a center that is handling tier 1 support, initial consultation for changes after go-live?
78R.	The support structure will be guided by the awarded vendor's proposal and recommended approach; however, the Agency is prepared to serve as the initial point of contact within the customer support framework.
79Q.	What's the size of the vocational and/or ESCs?
79R.	<p>Please see response to question 70. To give you an idea of the size of each MCVC, please see each listed with their corresponding audited revenue for FY24.</p> <ul style="list-style-type: none"> • James Rumsey Technical Institute – Berkeley County: 8.15M • Calhoun-Gilmer Career Center – Calhoun County: 2.76M • South Branch Vocational-Technical Center – Grant County: 4.08M • United Technical Center – Harrison County: 4.88M • Roane-Jackson Technical Center – Jackson County: 4.34M • Mid-Ohio Valley Technical Institute – Pleasants County: 2.43M • Fred W. Eberle Technical Center – Upshur County: 3.67M <p>For clarification, there are the MCVCs listed above which are operated jointly by multiple counties and local vocational schools. A local vocational or technical school is run by just one district and is just treated like a normal school in the district.</p>
80Q.	Regarding ESCs and West Virginia law that requires districts to opt in to ESC Co-Ops, how many West Virginia districts are members of an ESC? How would district membership or non-membership in an ESC change expectation for reporting, implementation, training, or support?
80R.	See response to question 69
81Q.	Can you provide a list of ESCs and their enrollment?
81R.	<p>There are currently three ESCs operating in West Virginia:</p> <ul style="list-style-type: none"> • Eastern Panhandle Instructional Cooperative (EPIC) • Southern Educational Services Cooperative (SESC) • Mountain State Educational Services Cooperative (MSESC) <p>Educational Services Cooperatives (ESCs) in West Virginia are collaborative entities established under state law to provide shared educational and administrative services across multiple counties. They do not have any enrollment.</p>

82Q.	<p>Attachment B – Cost Proposal Form In Attachment B- Cost Proposal Form you state that the following two modules are optional.</p> <ol style="list-style-type: none"> 1. Warehouse and Inventory Module 2. School Level Accounting Module <p>If the two modules are optional, how does the Department of Education plan to account for their functionality in the new ERP system?</p>
82R.	<p>These two optional modules are included in this RFP to provide districts with the opportunity to purchase additional functionality, if desired, without initiating a separate procurement process. By incorporating them here, the Agency ensures both procurement efficiency and assurance that the modules will integrate seamlessly with the proposed ERP solution.</p>
83Q.	<p>Would you consider extending the vendor question deadline until after the mandatory pre-bid meeting?</p>
83R.	<p>Addendum 2 extended the question deadline to the close of business on September 23, 2025.</p>
84Q.	<p>Appendix D Chart of Accounts describes the Chart of Accounts for West Virginia local educational agencies. Each LEA follows this COA structure. Is there a single COA that is shared by all LEAs, or is it a common COA structure but each LEA has its own COA. For the Project segment, do LEAs have the latitude to subdivide projects using the fifth character of the COA segment, or is the use of the Project segment determined by WVDE?</p>
84R.	<p>The basic structure of the Chart of Accounts is outlined in Appendix D. Below are the core elements and the flexibility each provides:</p> <ul style="list-style-type: none"> • Fund (2 digits) <ul style="list-style-type: none"> ○ The first digit is established based on the fund type. ○ The second digit provides limited flexibility for district-level designation. • Project (5 digits) <ul style="list-style-type: none"> ○ The first two digits are set according to project type. ○ The third digit identifies the fiscal year. ○ The fourth digit is set according to project type. ○ The fifth digit is flexible at the district level. ○ Note: Any project beginning with a “9” is considered a local project and is fully flexible to the district. • Revenue Source Code (5 digits) <ul style="list-style-type: none"> ○ The first digit must always be “0.” ○ The remaining four digits are set based on the specific revenue type. • Program Function Codes (5 digits) <ul style="list-style-type: none"> ○ All five digits are set according to the type of expense being

	<p>recorded.</p> <ul style="list-style-type: none"> • Balance Sheet Accounts (5 digits) <ul style="list-style-type: none"> ○ The first two digits must be “00.” ○ The remaining three digits are set based on the specific balance sheet account type. • Object Code (3 digits) <ul style="list-style-type: none"> ○ All three digits are determined based on the description of the item as defined in the Chart of Accounts.
85Q.	Do all LEAs have access to the third party timekeeping systems, UKG and CeleriTime listed in Attachment A Technical Specifications, or is it for a subset of LEAs to use?
85R.	UKG and CeleriTime are identified as two timekeeping vendors currently in use by several districts; however, this is not intended to be a comprehensive listing. Districts may use other timekeeping solutions. The Agency has included the known vendors in the RFP for clarification purposes and to ensure vendors understand the integration needs that may arise.
86Q.	Do LEAs negotiate their own benefit plans, programs, rates, etc., or are they standardized and/or negotiated at the state level?
86R.	The Public Employees Insurance Agency (PEIA) plan is negotiated and established at the state level and is available to all public employees. In addition to PEIA, individual districts may elect to offer supplemental or alternative benefit programs, which are negotiated and administered at the local level or by a third-party administrator.
87Q.	Are there occurrences where teachers may work for multiple LEAs within a single time reporting period? Is it possible for a teacher working in multiple LEAs, to have different retirement contributions to TRS by LEA?
87R.	<p>Yes. There would be instances where this could occur.</p> <p>No. retirement contributions are set by initial hire date at any district, therefore, the retirement contributions would not differ by LEA.</p>
88Q.	Are there occurrences where substitute teachers work for multiple LEAs within a single time reporting period? In those cases, how is time captured and approved? Is there a single timecard or multiple timecards (one for each LEA). In those cases, would the timecards for substitute teachers need to be approved by each LEAs.
88R.	Yes. There are instances where this occurs. There would be multiple timecards – one per LEA.

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89Q.	Are workflow approvals standardized across LEAs, or do LEAs have the flexibility to implement workflow to match their structure and business processes.
89R.	Because the size and organizational structure of each county board of education can vary significantly, districts are provided the flexibility to design and implement workflow approvals that align with their individual structure and business processes.
90Q.	Would the Department be interested in having advanced timekeeping functionality included in the overall proposal, or is it at the individual district's/MCVC's/ESC's discretion to use a third party, such as those outlined in the RFP (e.g., UKG/Celeritime)?
90R.	The Agency is open to this approach; however, if it is ultimately not in the best fiscal interest of the Agency, the decision to engage a third party would remain at the discretion of each individual district.
91Q.	<p>Can vendors propose additional recommended options, other than the Warehouse and Inventory Module and School Level Accounting Module, to enhance the functionality of the Finance & HR ERP Solution in their proposals?</p> <ul style="list-style-type: none"> • If so, is it okay to add additional rows to the Optional Modules tab (8) in Attachment B – Cost Proposal, or should vendors submit information on these options in a separate document (to be submitted alongside their cost proposal)?
91R.	<p>Yes, vendors may propose additional recommended options beyond the Warehouse and Inventory Module and the School Level Accounting Module to enhance the functionality of the Finance & HR ERP Solution.</p> <p>WVDE prefers that vendors include these Optional Modules or Enhancements in two formats as part of their cost proposal:</p> <ol style="list-style-type: none"> 1. As an additional tab on Attachment B – Cost Proposal labeled appropriately (e.g., “Additional Optional Modules”). 2. As a separate document that provides detailed descriptions, benefits, and pricing of the proposed enhancements. <p>This dual submission ensures clarity and completeness in evaluating the proposals. Vendors should create a new tab within the same spreadsheet to maintain the integrity of the original format.</p>
92Q.	Could you please list the student enrollment, separately, for each of the 55 local county boards of education and 7 Multi-County Vocational Centers (MCVCs)?
92R.	Please see Appendix H. MCVC enrollment is counted at the fiscal agent district.

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93Q.	The RFP indicates the WVDE replaced its Student Management System (SMS) in 2023. What SMS system is currently used? Is this system maintained by a vendor? Is it hosted on premises or cloud-hosted?
93R.	This solicitation is not applicable to Student Management.
94Q.	What does the WVDE anticipate needing on an ongoing support basis given that the Agency will no longer be the owner and administrator of the overall product?
94R.	Mandatory upgrades/enhancements based on state/federal law changes. Access to certain aggregated data, various statewide required reports such as the Certified List of Personnel.
95Q.	Can you describe or list the State reporting requirements of each LEA?
95R.	See answer to question 63.
96Q.	Is the intent to implement each LEA with a separate but common ERP solution with each school in the LEA using the solution?
96R.	Yes, but the school level accounting system is currently an optional module in the solution.
97Q.	Will each LEA implement the exact same software solution and modules?
97R.	Yes. Each LEA will implement the exact same base software solution. As noted in the RFP, the Agency is requesting information on two additional optional modules, therefore, modules implemented may vary by district.
98Q.	Can you provide: <ul style="list-style-type: none"> a. List of all LEAs b. Number of Schools in each LEA c. Number of employees in each LEA
98R.	Please see the following appendices <ul style="list-style-type: none"> • Appendix I_List of LEAs • Appendix J_Number of Schools • Appendix K_Total Personnel
99Q.	What is common across all LEAs? <ul style="list-style-type: none"> a. Chart of Accounts b. Procurement Processes c. Position Structures d. Recruiting Rules e. Benefits

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	<p>f. State Reporting Requirements g. Reporting Requirement of each LEA (internal and external)</p>
99R.	<p>See response to each respective item below:</p> <ul style="list-style-type: none"> a. Please see response to question 84 b. Please see Appendix L_Policy 8200 c. Please see response to question 48 d. Common recruiting rules are outlined in WV Code 18A-4. Districts are also required by WV Code 18A-2-7a to utilize a statewide job bank which is facilitated through a current state contract with Frontline Education. e. Please see response to question 77 f. Please see response to question 63 g. Please see response to question 63
100Q.	<p>Is Time and Attendance and Absence Management outside the scope of this project? Does each LEA use a separate 3rd party Time and Attendance and Absence Management solution?</p>
100R.	<p>While a payroll system requires time and attendance input to function, “Addon” Time and Attendance and Absence Management are not required modules within the scope of this project. At present, it is left to the discretion of each individual district to determine what, if any, third-party solutions they utilize for these functions. As such, there is no statewide standard, and each LEA currently manages its own approach to Time and Attendance and Absence Management independently.</p>
101Q.	<p>Can the State provide a list of integrations needed for each LEA?</p>
101R.	<p>The State currently provides integrations for ESchoolMall, an online catalog, UKG Time Clock, Celeritime and PowerSchool Substitute Management (formerly EschoolSolutions)</p>
102Q.	<p>What are the conversion and data archival requirements and expectations?</p>
102R.	<p>Necessary data to initially populate new system and include data back to 2018-2019.</p>
103Q.	<p>Depending on when the final Q&A will be released would it be possible to get a 2 week extension on the RFP due date?</p>
103R.	<p>The RFP closing date (due date) has been extended to December 2, 2025, at 2:00 PM ET.</p>
104Q.	<p>Attachment A – Technical Specifications and Vendor Response – Procurement Section # 16 - The Vendor should describe how they support P-Card based purchasing. Can pre-defined account codes be used? Are P-cards used as payment method with a PO or without a PO?</p>
104R.	<p>Under current policy, P-cards do not require a purchase order, but the Agency is looking at mandating POs for p-card in some capacity.</p>
105Q.	<p>Attachment A- Technical Specifications and Vendor Response – Procurement Section # 17 – The Vendor should describe the P-Card new user process, and user limit approval workflows along with expenses integration and reporting. Are P-cards used as payment method with a PO or without a PO?</p>
105R.	<p>See answer to question 104.</p>

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106Q.	Will the WV Department of Education provide dedicated staffing for the statewide ERP implementation (project management, consulting, training, etc.)?
106R.	The Agency will not be securing separate, dedicated staffing resources for the statewide ERP implementation. Instead, the Agency intends to leverage existing personnel to gain a thorough understanding of the processes involved and to actively assist with implementation efforts across each district.
107Q.	Will the state of WV be funding the implementation services? Or will each district be required to fund their implementation?
107R.	The Agency will be funding the implementation services for each district.
108Q.	Attachment A – Technical Specifications and Vendor Response HR Section #5 – The Vendor should describe the ability of the system to interface with third party applicant tracking/onboarding software systems including, but not limited to, Frontline and PowerSchool. Please describe what information can be brought into the system from these third-party applications? What is the WVDE plans for current interfaces? Is the expectation that the Vendor will provide the tools to integrate with other systems or does WVDE plan to develop the interfaces?
108R.	The agency expects the vendor to accept third party inputs for well know processes such as substitute management, time and attendance, and electronic transaction processing (REQ/PO input, invoicing).

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Education, Purchasing Section, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Education, Purchasing Section, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

West Virginia Department of Education

Vendor Name:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EDD260000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012