



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Contract

Order Date: 02-23-2024

CORRECT ORDER NUMBER MUST APPEAR
 ON ALL PACKAGES, INVOICES, AND
 SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CCT 0402 0020 EDD2400000001 1	Procurement Folder:	1358325
Document Name:	Parent Involvement Survey (Indicator B8)	Reason for Modification:	
Document Description:	Parent Involvement Survey (Indicator B8)		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-03-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-02-28

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000213844	Requestor Name:	Kelly L Hall
MEASUREMENT INC		Requestor Phone:	(304) 558-3660
423 MORRIS ST		Requestor Email:	kelly.l.hall@k12.wv.us
DURHAM	NC		
US	27701		
Vendor Contact Phone:	919-683-2413	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

24
 FILE LOCATION _____

INVOICE TO	SHIP TO
OFFICE OF FINANCE & INTERNAL OPERATIONS DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	SECRETARY DEPARTMENT OF EDUCATION OFFICE OF SPECIAL EDUCATION 1900 KANAWHA BLVD E, BLDG 6 RM 750 CHARLESTON WV 25305-0330 US

3-5-24 GC

Total Order Amount: \$68,220.00

Purchasing Division's File Copy

JA 2-23-24

PURCHASING DIVISION AUTHORIZATION DATE: <i>Mindy A. Hager - 3/4/2024</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Denise Gray 3-11-24</i> ELECTRONIC SIGNATURE ON FILE
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3/11/2024

Extended Description:

The vendor, Measurement Inc., agrees to enter into this contract with the agency, The West Virginia Department of Education (WVDE), Office of Federal Programs and Support (DFPS-OSE) to establish a contract for the Parent Involvement Survey per the specifications, terms and conditions, and the vendors submitted bid response all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81130000	0.00000		0.000000	\$725.00
Service From	Service To	Manufacturer	Model No		
2024-03-01	2025-02-28				

Commodity Line Description: Set-up and Development of Secure Online Survey System

Extended Description:

One-Time/Lump Sum Fee for Development & Maintenance of Secure Online Survey System

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81130000	0.00000		0.000000	\$67,495.00
Service From	Service To	Manufacturer	Model No		
2024-03-01	2025-02-28				

Commodity Line Description: Annual Survey Fee (Online & Paper)

Extended Description:

Annual Fee - To include all elements contained in the specifications for delivery, distribution, and reporting annually.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: \$3,000,000.00 per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Shelly Menendez, Vice President

(Address) 41 State Street, Suite 403, Albany, NY 12207

(Phone Number) / (Fax Number) 630-270-7073 / 518-462-1728

(email address) smenendez@measinc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Measurement Incorporated _____
(Company) Shelly Menendez

(Signature of Authorized Representative)
Shelly Menendez, Vice President, 02/05/2024

(Printed Name and Title of Authorized Representative) (Date)
630-270-7073 / 518-462-1728

(Phone Number) (Fax Number)
smenendez@measinc.com

(Email Address)

Parent Involvement Survey (Indicator B8)

SPECIFICATIONS

- PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education (WVDE) Division of Federal Programs and Support – Office of Special Education (DFPS-OSE) to establish a contract a *Parent Involvement Survey* as required by the United States Department of Education, Office of Special Education Programs (OSEP). This survey will address the federal reporting requirements for Indicator B-8 in the State Performance Plan/Annual Performance Report (SPP/APR). All survey data, questionnaires, reports, and resources are the property of WVDE and may not be used by the Vendor for any purpose without express written permission from WVDE.

The WVDE surveys all WV public LEAs over three-year cycles using three cohorts. The number of surveys distributed annually in each cohort is based on the WVDE's Annual Child Count Data of the LEAs that comprise that year's cohort. Each year a cohort's respondents are not less than 15,500 but will not exceed 17,000. WVDE and the Vendor will electronically share data as Excel documents and reports will be provided as Word or PDF documents.

The parents or guardians ("Parent") of students within one of three cohorts will receive a survey within its designated year. The WVDE uses two surveys, a Preschool Survey and a School Age Survey. The composition of the cohorts represents, to the greatest extent possible, the demographics of all children in the state receiving special education services under Part B of the IDEA. Thus, data are gathered and reported only for the LEAs within that year's cohort. The final report compares the data of the specific cohort to the same cohort's previous data (i.e., 2021-2022 school year's data is compared to 2018-2019 school year's data).

The WVDE will designate a representative tasked with maintaining regular communication with the Vendor. This individual will be responsible for tracking the Vendor's progress to ensure the timely and high-quality completion of required tasks.

- DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Services" means parent involvement survey (Indicator B8) as more fully described in these specifications.

2.2 "IDEA" means the Individuals with Disabilities Education Act.

2.3 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.4 "Rasch Model" means a specific psychometric model for analyzing categorical data, such as questionnaire responses.

Parent Involvement Survey (Indicator B8)

2.5 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.6 “Annual Fee” means the recurring fee charged yearly for the completion of all elements and specifications agreed upon between the WVDE and the Vendor for the purpose of the WVDE Parent Involvement Survey.

3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1 The Vendor must have a minimum of one staff member with a Doctoral Degree in Research and Evaluation who has three years of experience conducting research and evaluation studies for state education agencies (SEAs). A resume can verify such qualifications.

3.2 The resume(s) of all research personnel confirming the mandatory qualifications in 3.1. and the following should accompany the bid document or must be available upon request verifying education and experience as listed below:

3.2.1 Documented experience in conducting the NCSEAM Survey and producing analytical reports of the survey results that meet the reporting requirements for the SPP/APR, Indicator B-8, as required by OSEP; and

3.2.2 Documentation of success assisting SEAs in analyzing and using parent involvement data to improve special education services at the local level.

3.3 The Vendor should include with their bid an example of an actual report for an NCSEAM Family Survey, Schools’ Efforts to Partner with Parents Scale (SEPPS), or other survey developed for use by another state for reporting on Indicator B-8 of the SPP/APR. The example report must include:

3.3.1 an analysis of the survey results,

3.3.2 a statistical summary providing data for Indicator B-8 of the SPP/APR,

3.3.3 the percentage at or above the Indicator B-8 standard, calculated as the number of respondent parents who report schools facilitated parent involvement divided by the total number of respondent

Parent Involvement Survey (Indicator B8)

parents of children with disabilities, multiplied by 100,

3.3.4 standard error of the mean, number of valid responses, mean measure, measurement reliability, and measurement standard deviation.

3.3.5 These calculations should be performed for the Preschool Survey data, the School Age Survey data, and for all Surveys combined.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Survey Items: The *Parent Involvement Survey* comprises a customized twenty-six item questionnaire for Parents of children ages 3 through 5 in preschool (“Preschool”)¹, and a separate customized twenty-five question questionnaire for parents of children ages 5 (in kindergarten) through 21 (“School Age”). The WVDE uses survey items from the Schools’ Efforts to Partner with Parents Scale (SEPPS) developed by the National Center for Special Education Accountability Monitoring (NCSEAM). The survey items are based on the same scale to facilitate separate and combined analysis of the two survey forms. The Vendor will use the Rasch model to evaluate the survey response data.

4.1.2 Work Plan: The WVDE and the Vendor will agree upon an annual work plan that leads to the final data collection and analysis of the survey in booklet form. The work plan will act as a blueprint that outlines the tasks needed to complete the goals of the survey. The work plan will include:

4.1.2.1 The steps needed for the survey formatting and distribution, data collection and analysis, and support to meet the goals for the survey’s targeted goals.

4.1.2.2 Deadlines, tasks, links, and other pertinent information needed to successfully complete the survey each year.

4.1.3 Data: The Vendor will provide a secure site for WVDE to share student data required for this project. The vendor will be liable for any breaches of data security or privacy violations related to the student data provided by the

¹ Students who are 6 years old and in Preschool as of the December Child Count Certified Collection date should be included in the “Preschool” survey sample.

Parent Involvement Survey (Indicator B8)

WVDE. WVDE will provide the Vendor with only the student data required for the survey distribution and survey data analysis, including:

- a. District Name
 - b. District Code,
 - c. School Name
 - d. School Code
 - e. Student First, Middle, and Last Name
 - f. Student ID number
 - g. Student Grade
 - h. Student Gender
 - i. Student Ethnicity
 - j. Student Age (as of December 1)
 - k. Student Special Education Exceptionality
 - l. Student SES (Economically Disadvantaged)
 - m. Primary Guardian First and Last Name
 - n. Primary Guardian Mailing Address
 - o. Primary Guardian Home Phone Number*
 - p. Primary Guardian Cell Phone Number*
 - q. Primary Guardian Email Address
- If shared parental rights:**
- r. Secondary Guardian First and Last Name
 - s. Secondary Guardian Mailing Address
 - t. Secondary Guardian Email Address

4.1.4 The Vendor must annually conduct the *Parent Involvement Survey* on, or before, the 2nd Friday in May for each year of the contract, with follow-up mailings to non-responders to be completed between the 2nd Friday in May and the 2nd Friday in August for each year of the contract. **Note:** The WVDE uses two versions of the scale that directly addresses the Part B indicator 8, one for parents of children ages 3 through 5 (in preschool), and one for parents of children ages 5 (in kindergarten) through 21.

4.1.5 The Vendor shall develop a secure, fully accessible online version of the Survey, which must be sent directly to parents via email when an email address is provided.

4.1.6 The Vendor shall provide all parents with individual login instructions for logging into the online Survey.

Parent Involvement Survey (Indicator B8)

- 4.1.7** The Vendor shall include in the instructions a scannable QR code that takes the parent directly to their online Survey without the need to navigate any landing page or manually type in a Survey ID number.
- 4.1.8** The Vendor must distribute initial surveys and a parent letter by email, if parent email addresses are available in WVEIS; initial paper surveys and a parent letter as well as self-addressed postage-paid envelopes must be sent by U.S. mail for those who do not have email addresses available in WVEIS.
- 4.1.9** The Vendor must follow up with those who did not respond to the email distribution by mailing paper copies of the letter, survey, and self-addressed postage-paid envelopes by U.S. Mail, and resending of surveys to eligible respondents who did not respond to either the initial email distribution, or the follow up paper survey distribution.
- 4.1.10** The Vendor must provide individual Parents with the option to complete the Survey online instead of returning the paper survey.
- 4.1.11** The Vendor shall also include a unique ID number on each survey that can be utilized to alleviate duplicative submissions through both return mail and the online survey and for data disaggregation.
- 4.1.12** The Vendor must include a comment section on each survey for parents to express additional concerns or satisfaction.
- 4.1.13** The appearance and layout of the paper surveys must be consistent with the latest WVDE graphic standards and brand guidelines. This can be facilitated through collaboration with WVDE Communications.
- 4.1.14** The Vendor must provide monthly updates to the WVDE by the 15th of each month regarding the response rates per LEA and by Survey type (i.e., Preschool and School Age).
- 4.1.15** The Vendor must send a reminder postal mailing of the Survey to recipients who have not submitted a survey response either electronically or by returning a completed paper Survey by June 15th of each year, regardless of whether the initial contact attempt was made via email or postal mail.
- 4.1.16** The Vendor must provide to the WVDE all raw Survey data organized by LEA, including responses to open-ended survey questions.
- 4.1.17** The Vendor must provide data on the total number of surveys sent by email and postal service, the number of surveys sent via postal mail that were returned to the sender, and the number of unsuccessful email delivery

Parent Involvement Survey (Indicator B8)

attempts the reasons for which may include the email address not existing, the mailbox being full, or the domain being unreachable. These data should be joined to the corresponding student IDs.

4.1.18 The Vendor must complete a Rasch statistical analysis to include information required for the SPP/APR:

- 4.1.18.1** Analysis of each LEA,
- 4.1.18.2** Analysis of the Preschool survey data, and
- 4.1.18.3** Analysis of the School Age survey data.

4.1.19 The Vendor must provide a statistical summary of the data for Indicator B-8 of the SPP/APR. All calculations should be performed for the Preschool Survey data, the School Age Survey data, and for all Surveys combined. This summary must include:

- 4.1.19.1** the percentage at or above the Indicator B-8 standard, calculated as the number of respondent parents who report schools facilitated parent involvement divided by the total number of respondent parents of children with disabilities, multiplied by 100,
- 4.1.19.2** the standard error of the mean,
- 4.1.19.3** number of valid responses,
- 4.1.19.4** mean measure,
- 4.1.19.5** measurement reliability,
- 4.1.19.6** measurement standard deviation, and
- 4.1.19.7** analysis of non-responder data (minimally must include race/ethnicity and disability category), including any potential nonresponse bias identified.

4.1.20 The Vendor must provide analysis of each survey item at the LEA and state level to outline which items contribute to parent agreement and provide item calibration for the state level data.

4.1.21 The Vendor must develop a report that meets all the necessary reporting requirements described under Indicator 8: Parent Involvement of the IDEA Part B SPP/APR for a given reporting year, including the information described above, which will be delivered to the WVDE by September 30th of each year.

4.1.22 The Vendor must disaggregate, and report return numbers and rates by gender, race/ethnicity, disability category, and other demographic variables by state and for each LEA.

Parent Involvement Survey (Indicator B8)

4.1.23 The Vendor shall include a content-analyzed summary of the responses to the open-ended survey questions, highlighting areas indicative of parents' satisfaction or dissatisfaction with the services their child receives.

4.1.24 The Vendor will utilize December Child Count data to develop updated and statistically sound sampling plans when needed. These plans should stratify the state's LEAs into three equal groups, ensuring that each group is reasonably representative of the state's demographic proportions (within +/- 3 percentage points), including disability subgroups, Preschool and School Age populations of children with disabilities, racial/ethnic subgroup membership, and, to a reasonable extent, geographic location. The Vendor will be required to provide the percentage difference between the state and the samples for each demographic subgroup for review by WVDE if a sampling plan is requested.

4.1.25 FEES

4.1.25.1 ONE TIME FEE: Vendor will charge a one-time fee to develop the online survey service.

4.1.25.2 ANNUAL FEE. The agreed upon annual fee shall include the yearly total cost for execution of the completed contract services outlined within this document, including:

4.1.25.2.1 the maintenance, distribution, data collection and analysis, and the final report in a book format of both the online and hard copy surveys for both the Pre-School and School-Age Surveys and

4.1.25.2.2 surveys redistributed due to non-responses.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing a cost for each commodity line. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Parent Involvement Survey (Indicator B8)

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Joseph.e.HagerIII@wv.gov.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay the flat fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2 Vendor will be responsible for controlling cards and keys and will pay a replacement fee, if the cards or keys become lost or stolen.
 - 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

Parent Involvement Survey (Indicator B8)

10. VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Shelly Menendez
Telephone Number: 630-270-7073
Fax Number: 518-462-1728
Email Address: smenendez@measinc.com

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Set-up and Development of Secure Online Survey System				725.00

Comm Code	Manufacturer	Specification	Model #
81130000			

Commodity Line Comments:

Extended Description:

One-Time/Lump Sum Fee for Development & Maintenance of Secure Online Survey System

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Annual Survey Fee (Online & Paper)				67495.00

Comm Code	Manufacturer	Specification	Model #
81130000			

Commodity Line Comments:

Extended Description:

Annual Fee - To include all elements contained in the specifications for delivery, distribution, and reporting annually.