



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

Request for Quotation

RFQ NUMBER
 DMV70056

PAGE
 1

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



Pearson Assessments
 Attention: Susan Frommelt
 1313 Lone Oak Road
 Eagan, MN 55121

DIVISION OF MOTOR VEHICLES

1317 HANSFORD STREET
 CHARLESTON, WV
 25311 558-0002

VENDOR

SHIP TO

DATE PRINTED 10/12/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 11/02/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	PM		920-38		
PRINTING, SCANNING, REPORTING AND DATA SERVICE REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF MOTOR VEHICLES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH PRINTING, SCANNING, REPORTING, AND DATA EXTRACTION SERVICES FOR THE MOTOR VEHICLE STOP FORM (MVSF) PROJECT PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS MAY BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX 304-558-4115 OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. DEADLINE FOR QUESTIONS IS OCTOBER 23, 2006 AT 5PM. ALL QUESTIONS RECEIVED BEFORE THE OCTOBER 23RD DEADLINE (IF ANY) WILL BE ANSWERED BY ADDENDUM. QUESTIONS CONCERNING BID SUBMISSION MAY BE SUBMITTED AT ANY TIME AND IN ANY FORMAT. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Denise Schwenke</i>	TELEPHONE 651-683-6325	DATE 11-1-2006
TITLE Vice President, Sales	FEIN 41-0850527	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

DIVISION OF MOTOR VEHICLES

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1317 HANSFORD STREET
 CHARLESTON, WV
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BID OPENING DATE: 11/02/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY

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 CHARLESTON, WV
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10/12/2006				
BID OPENING DATE:	11/02/2006	BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY

TYPE NAME/ADDRESS HERE

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 CHARLESTON, WV
 25311 558-0002

DATE PRINTED 10/12/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/02/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:			KF-21		
	RFQ. NO.:			DMV70056		
	BID OPENING DATE:			11/02/2006		
	BID OPENING TIME:			1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: --- Fax: 800-347-7225 Phone: 651-683-6164 --- CONTACT PERSON (PLEASE PRINT CLEARLY): --- Susan Frommelt ---						
***** THIS IS THE END OF RFQ DMV70056 ***** TOTAL:						\$92,755

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1. DESCRIPTION OF NEEDS

The West Virginia Division of Purchasing for the Department of Transportation (WVDOT); Division of Motor Vehicles (DMV) is soliciting bids for the scanning; data extraction; and printing of the Motor Vehicles Stop Form (MVSF). This will be a one (1) year contract with two (2) one-year options for renewal.

The Racial Profiling Data Collection Act was passed by the legislature to provide a mechanism to identify and study whether there are patterns suggesting the possible practice of racial profiling by law enforcement in West Virginia. The Motor Vehicle Stop Form (MVSF) is the mechanism that will be utilized for collecting this data. Beginning January 1, 2007, each time a law-enforcement officer stops the operator of a motor vehicle for a violation of any motor vehicle statute or ordinance; the officer shall record, on the MVSF the information required

There are approximately 275 law enforcement entities in West Virginia. A yearly volume of 750,000 MVSFs will be printed. DMV will manage the collection of completed MVSFs and mail them monthly as one batch to the vendor.

2. PROJECT TIMELINE

The state Legislature has mandated that DMV implement the system starting **January 1, 2007**. Prior to the implementation date, DMV will conduct training sessions. Following receipt of a Purchase Order, the vendor shall work with DMV to implement an expedited schedule.

Questions and Answers	Accepted through Oct 23, 2006
Bid Opening	Nov. 2, 2006
Onsite Data File Meeting.....	one week following receipt of Purchase Order
Proof of MVSF	two weeks following receipt of purchase order, no later than <u>Nov. 24, 2006</u>
Final MVSFs Delivered to DMV	two weeks following approval of final proof, no later than <u>Dec. 15, 2006</u>
Sample Report Delivered to DMV	three weeks following approval of final proof, no later than <u>Dec. 20, 2006</u>
Sample Data File Delivered to DMV	three weeks following approval of final proof, no later than <u>Dec. 20, 2006</u>
Training (FYI only, training will be conducted by DMV)	Nov. 15 – Dec. 2006
Project Fully Operational	<u>Jan. 1, 2007</u>

3. BIDS

Bids shall include a price for printing 750,000 MVSFs and scanning price per piece. All expenses that will be incurred (such as form setup, scanning setup, reporting, etc) must be itemized in the cost table. Vendor will bill DMV monthly in arrears for products and services provided.

4. AWARD

Award will be based on the lowest bid meeting specifications. For the purposes of evaluating this RFQ, we are calculating that 750,000 MVSFs will go through the scanning/data extraction process. The evaluation will factor in the costs DMV will incur shipping forms to the vendor for scanning. For the purposes of this evaluation we will factor shipping 13 boxes (12 x 18 x 10, 60 lbs each) to the vendor's location each month.

Quote shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or expenses not itemized in the cost table.

5. CONFIDENTIALITY OF DATA

DMV may grant Vendor and its employee's specific access to the physical facilities, its computer network, systems/applications and equipment and its information in various oral, written or electronic forms. Any access to information protected by State or Federal Law must be requested and approved in writing. All requests must be coordinated through the Project Manager, Bob Tipton, Director of Highway Safety, DMV. All information disclosed or provided by DMV will be considered to be Confidential Information regardless of whether it was provided before or after the date of this agreement or how it was provided. Confidential Information will not include information that:

- 5.1. is generally known about DMV and West Virginia State Government;
- 5.2. is now or subsequently becomes generally available to the public through no wrongful act of Vendor;
- 5.3. Vendor rightfully had in its possession prior to the disclosure to Vendor by DMV;
- 5.4. is independently created by Vendor without direct or indirect use of the Confidential Information; or
- 5.5. Vendor rightfully obtains from a third party who has the right to transfer or disclose it.

Vendor may only disclose DMV's Confidential Information to its employees and agents that have a need to know in relation to work they are performing under this Purchase Order.

Vendor will access DMV's and State of West Virginia's governmental facilities, computer network, systems/applications, equipment and information only after requesting and being granted permission. Vendor must request permission from DMV's Project Administrator. Upon receiving access permission, Vendor will be instructed as to the limitations of the approved access and Vendor will not exceed those limitations.

Vendor will only use the information and physical or network accesses approved by DMV to perform the required services.

Vendor will limit access to DMV's Confidential Information, computer network, systems/applications and equipment to only those of its employees or agents that are directly involved in performing the contracted work. Vendor will inform those employees and agents of their responsibility to not disclose the information and to protect the permitted accesses from unauthorized use and will take all other necessary steps to ensure that the terms of this agreement are not violated by such personnel.

Vendor will keep track of Confidential Information, computer network, systems/applications and equipment to which it has been granted access. DMV may at any time request the return of any or all Confidential Information or may revoke access permissions. Upon completion and acceptance of all work or upon completion or termination of Contract, Vendor must relinquish all Confidential Information and access to computer networks, systems/applications and equipment of DMV.

If Vendor loses or makes unauthorized disclosure of DMV's Confidential Information, Vendor will immediately notify DMV's Project Administrator and will take all reasonable steps necessary to retrieve the lost or improperly disclosed information. Likewise, if Vendor discovers that their access to DMV's computer network, systems/applications and equipment has been used by any unauthorized individual or entity, Vendor will immediately notify DMV's Project Administrator and will take all reasonable steps necessary to terminate the unauthorized access.

6. MVSFS

DMV estimates they will use 750,000 MVSFs a year. DMV shall have the option of procuring additional MVSFs throughout the year if the volume exceeds what is anticipated. The MVSFs will be delivered in two batches consisting of 375,000 in each batch. The initial order of MVSFs must be delivered by December 15, 2006. The second batch of MVSFs is to be delivered around May 2007. Vendor must confirm with DMV that there are no modifications before printing the second batch of MVSFs. Forms will be shipped to a central site specified by DMV in Charleston, WV.

6.1. MVSF Design

Vendor is responsible for form design and printing. This will ensure that the MVSF meets the requirements to achieve scanning accuracy for data extraction. Since the successful vendor will be providing both MVSFs and scanning services, they must guarantee that all forms provided will be 100% scannable. If the MVSFs are unscannable, all costs and adjustments needed to reprint and redistribute the MVSFs are the responsibility of the vendor.

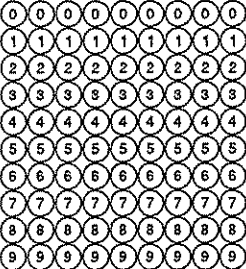
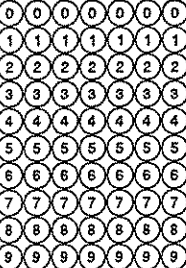
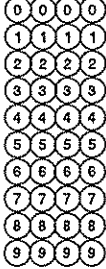
Forms are double sided, 4.25 x 11.

Forms are to be padded in booklets of 50.

Booklets may be stapled/perforated or glued edge. Indicate which type you are providing.

Forms must be scan-able with marks made by No. 2 pencil, blue and black ballpoint pen and OCR pens.

The following information shall be included on the MVSF. The left hand column is additional information provided to clarify the form contents to the responding vendor (this information is NOT to be included as part of the form).

Notes	Information to be printed on the form.	
<p><i>Unique Identifier</i> - A sequential 9 digit number shall be printed on each form. When subsequent batches are printed, this number increments from the last form.</p> <p><i>The rejected form number needs to be set apart visually (diff color?)</i></p>	<p>West Virginia Motor Vehicle Stop Form (WVMVSF) NNNNNNNNNN</p> <p>When resubmitting a Corrected Form Enter <u>Rejected Form</u> number below</p> 	
<p><i>Mandatory</i></p>	<p>ORI Number The last seven (7) digits of the law enforcement agency's Originating Agency Identifier (ORI). All agencies will exclude the first two letters "WV" from the number. West Virginia State Police agencies should substitute the "WSP" of their ORI number with "977".</p> 	<p>Officer Identifier</p> 

		STOP INFORMATION											
		Date of Stop			Time of Stop		Duration of Stop						
		Month	Day		Year (last 2 digits)		Hours	Minutes	Hours	Minutes			
<i>Mandatory</i>		0 1	0 1 2 3 4 5 6 7 8 9	0 1 2 3 4 5 6 7 8 9	0 1	0 1 2 3 4 5 6 7 8 9	0 1 2	0 1 2 3 4 5	0 1 2 3	0 1 2 3 4 5			
	<i>Mandatory</i>	County of Stop			Roadway			Patrol Area (Location of Stop)					
			0 1 2 3 4 5 6 7 8 9	0 1 2 3 4 5 6 7 8 9	① Interstate ② US/WV Route ③ City Street ④ Other			0 1 2 3 4 5 6 7 8 9	0 1 2 3 4 5 6 7 8 9	0 1 2 3 4 5 6 7 8 9			
		<i>Mandatory</i>	Primary Reason for Stop (Select One)							Disposition (Select One)			
			Vehicle Code Violations ① Red Light/Stop Sign ② Speeding (<10 mph over) ③ Speeding (>10 mph over) ④ Lane violation/failure to signal ⑤ Other Moving violation ⑥ Other Nonmoving violation				Penal Code Violation ⑦ Nuisance/Vice ⑧ Suspicious Circumstances ⑨ BOLO/Wanted Persons ⑩ Property Crime ⑪ Violent Crime ⑫ Local Ordinance			① Citation/Arrest ② Warning ③ No Action			
			<i>Mandatory</i>	DRIVER CHARACTERISTICS									
				Gender		Age		Race			Ethnicity		
				① Male ② Female		1 2 3 4 5 6 7 8 9	0 1 2 3 4 5 6 7 8 9	① White (W) ② Black/African Am (B/AA) ③ Asian/Pacific Islander (A/P) ④ Native American (NA) ⑤ Middle Eastern (ME) ⑥ Other (Oth)			① Hispanic/Latino (H/L) ② Nonhispanic (NH/L)		
				VEHICLE REGISTRATION									
				<i>Mandatory</i>	① WV		② Other State		③ None				

		SEARCH INFORMATION							
<i>Mandatory</i>		Search performed as result of stop? ① Yes ② No (If No STOP here)							
<i>Mandatory ONLY if ① YES selected in "Search performed as result of stop?"</i>		Search Authority (Select one) ① Consent ② Reasonable Susp/Weapon ③ Incident to Arrest ④ Inventory ⑤ Probable Cause ⑥ Plain View ⑦ Pro/Parole Waiver ⑧ Other	Mode of Search (Mark all that apply) ① Officer ② Canine Unit ③ Drug Test Kit ④ Portable Breath Analyzer ⑤ Other	Persons/Items Searched (Mark all that apply) ① Vehicle ② Driver ③ Passenger(s) (If checked complete passenger search below) ④ Personal Effects	Contraband Found (Mark all that apply) ① None ② Illegal Drugs ③ Drug Paraphernalia ④ Alcohol ⑤ Firearms(s) ⑥ Other Weapon(s) ⑦ Currency ⑧ Stolen Property ⑨ Other				
		PASSENGER INFORMATION (Complete only if passenger search conducted)							
		Passenger 1		Passenger 2		Passenger 3		Passenger 4	
		Gender ① M ② F	Age	Gender ① M ② F	Age	Gender ① M ② F	Age	Gender ① M ② F	Age
		Race ① W ② B/AA ③ A/PI ④ NA ⑤ ME ⑥ Oth	① ① ② ② ③ ③ ④ ④ ⑤ ⑤ ⑥ ⑥ ⑦ ⑦	Race ① W ② B/AA ③ A/PI ④ NA ⑤ ME ⑥ Oth	① ① ② ② ③ ③ ④ ④ ⑤ ⑤ ⑥ ⑥ ⑦ ⑦	Race ① W ② B/AA ③ A/PI ④ NA ⑤ ME ⑥ Oth	① ① ② ② ③ ③ ④ ④ ⑤ ⑤ ⑥ ⑥ ⑦ ⑦	Race ① W ② B/AA ③ A/PI ④ NA ⑤ ME ⑥ Oth	① ① ② ② ③ ③ ④ ④ ⑤ ⑤ ⑥ ⑥ ⑦ ⑦
		Ethnicity ① H/L ② NH/L	① ① ② ② ③ ③ ④ ④ ⑤ ⑤ ⑥ ⑥ ⑦ ⑦	Ethnicity ① H/L ② NH/L	① ① ② ② ③ ③ ④ ④ ⑤ ⑤ ⑥ ⑥ ⑦ ⑦	Ethnicity ① H/L ② NH/L	① ① ② ② ③ ③ ④ ④ ⑤ ⑤ ⑥ ⑥ ⑦ ⑦	Ethnicity ① H/L ② NH/L	① ① ② ② ③ ③ ④ ④ ⑤ ⑤ ⑥ ⑥ ⑦ ⑦
<i>Mandatory ONLY if ③ Passenger(s) selected in "Persons/Items Searched"</i>									

6.2. MVSF Submission to Scanning Service

DMV is responsible for collecting the completed MVSFs from each enforcement agency. MVSFs will be batched together by month and sent to the scanning service. Each batch will contain both newly filled out MVSFs for a specific month and forms that are being resubmitted.

6.3. MVSF Modification

During the term of this project, DMV may be required to modify the MVSF. DMV understands that should they choose to modify the MVSF, they will be responsible for reprinting of forms and changes made to the scanning system.

7. SCANNING

The vendor shall provide all software, hardware, and services that will be required to accurately scan the MVSF and extract the data. MVSFs are double sided. Quantities described in this RFQ are per FORM.

7.1. Accuracy

Vendor must guarantee an OMR accuracy rating of 99.9% for fields that are correctly filled out and scanned using OMR technology. Prior to DMV's project implementation, vendor shall test the scanning accuracy of the MVSF and provide DMV with the results. Vendor will be required to correct any problems before the final printed MVSFs are delivered to DMV.

7.2. Rejected MVSFs

If the scanner is unable to read any of the fields indicated as "Mandatory" in the Form Design table, the form shall be considered rejected. The system will gather the information for the fields that are filled out on the form; an indicator that the record is incomplete shall be included in the data file. See Section 8 Data File. Details for flagging of rejected MVSFs shall be determined during the Data File Set meeting.

7.2.1. Return of Rejected MVSFs

Rejected MVSFs must be returned to DMV. Section 9 Completed Form Return, details the options DMV will consider using to accomplish this.

7.2.2. Resubmission of Rejected Forms

Each law enforcement agency will be required to fill out a new MVSF for forms that have been rejected. The MVSF includes a field for the previous form number so that the specific record it pertains to can be updated. On a monthly basis, DMV shall gather the corrected forms and resubmit them for processing. These forms will be mailed with the monthly batch of forms being submitted for the first time.

8. DATA FILE

DMV will be importing the data into a Microsoft Access Database. Data shall be provided in a flat, comma delimited file. DMV may, at their discretion, accept data provided in MS Excel spreadsheet or MS Access file formats.

8.1. Data File Set Meeting

The successful vendor will conduct a meeting in Charleston prior to system implementation to determine the final structure of the data file set. Vendor shall provide DMV with a test file prior to project implementation. Vendor will be required to make changes in the data file structure (i.e. rearrange elements) that are necessary for DMV to obtain a successful import.

9. COMPLETED FORM RETURN

The vendor must provide a method for returning the successfully scanned AND rejected MVSFs to DMV. The options DMV will consider are outlined in the subsequent sections.

OPTIONS

- 9.1. ALL MVSFs submitted will be shipped back to DMV. Rejected forms must be batched separately. The vendor's handling charge shall be included in the cost table.
- 9.2. Vendor to provide images of ALL MVSFs submitted on CD. Image may be PDF or tiff format. Image must be easily readable using standard office software (Adobe Acrobat Reader or Microsoft Office Document Imaging). Rejected forms should be provided on separate CD(s) or in a separate folder on the CD. MVSFs will be retained by vendor until confirmation by DMV that data file has been successful transferred (maximum 2 months) and CDs are readable. MVSFs are then destroyed. Vendor must receive approval from DMV prior to forms disposal.
- 9.3. Successfully scanned MVSFs retained by vendor until confirmation by DMV that data file has been successful transferred (maximum 2 months). Successfully scanned MVSFs are then destroyed. Vendor must receive approval from DMV prior to forms disposal.

Rejected MVSFs returned to DMV. DMV requests pricing for the following two options for the return of forms to be used with the method described in section 9.3.

9.3.1. Handling charge for shipping rejected forms back to DMV.

9.3.2. Providing an image of the rejected form on CD. Image may be PDF or tiff format. Image must be easily readable using standard office software (Adobe Acrobat Reader or Microsoft Office Document Imaging). MVSFs will be retained by vendor until confirmation by DMV that data file has been successful transferred (maximum 2 months) and CDs are readable. MVSFs are then destroyed. Vendor must receive approval from DMV prior to forms disposal.

10. REPORTING

- 10.1. Vendor will provide a monthly report of MVSFs submitted, sorted by ORI Number. This report shall include the Unique Identifier for each form. The report shall include a summary of the number of forms submitted by ORI.
- 10.2. Vendor will provide a monthly report of the Rejected MVSFs submitted, sorted by ORI Number. The report shall also include the Unique Identifier and a description of why the form was rejected. DMV envisions using the report to provide auxiliary information when returning the rejected forms. The report shall include a summary of the number of rejected forms submitted by each ORI.

11. DELIVERABLES

- 11.1. Proof of MVSF (to be signed off by DMV before printing of final version)
- 11.2. Report from Data File Set meeting confirming DMV's requirements
- 11.3. Sample Report File (to be signed off by DMV)
- 11.4. Sample Data File (to be signed off by DMV)
- 11.5. Sample CD containing test MVSFs scanned (to be signed of by DMV, if option procured)
- 11.6. Final MVSFs
- 11.7. Monthly Data file for MVSFs scanned
- 11.8. Reports of MVSFs scanned and MVSFs rejected
- 11.9. Monthly CDs containing images of MVSFs (if option procured)

12. EVALUATION

12.1. Vendor Questions

The deadline for submitting questions pertaining to this RFQ is October 23, 2006. Vendors should submit questions in writing to Krista Ferrell, WV Purchasing Division. Questions may be submitted by:

email: kferrell@wvadmin.gov

fax 304/558-4116

U.S. Mail: WV PURCHASING DIVISION
 2019 WASHINGTON ST E
 PO BOX 50130
 CHARLESTON WV 25305-0130.

12.2. Vendor Experience/ References

It is preferred that the vendor include this information with their bid response. The agency reserves the right to request this information. Vendors must submit any additional requested information within 48 hours of the request. Vendors failing to provide this information in this time frame may be disqualified.

Vendor shall have a minimum of 2 years experience with OMR scanning and data capture systems.
 Vendor shall have a minimum of 2 years experience managing OMR form design and printing.
 Vendor shall provide a minimum of 2 references that verify that they have successfully completed projects that are similar in size and scope to that being proposed by WVDOT, DMV.

Reference #1:	
Name of Company:	Ohio Bureau of Workers' Compensation
Description of Service provided:	Design, distribute, receive, process & report on two surveys: injured worker & employer 166,000 mailed, 27,000 processed.
Date of Service Provided:	2001 to current
Contact Name/Title:	William Kast, Project Manager
Contact Number:	614-728-4546 or william.k.1@bwc.state.oh.us
Reference #2:	
Name of Company:	United Airlines
Description of Service provided:	Internet & Paper In-Flight Passenger Tracking Studies. Pearson prints 2.5 million surveys per year in 10 langs., processes 500,000/yr.
Date of Service Provided:	1993 to current
Contact Name/Title:	John Florent, Project Manager
Contact Number:	847-700-5015 or email @ john.florent@ual.com

12.3. Cost Summary

Complete the cost table below adding additional rows if needed. Costs MUST be provided in the table format.

Quote shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or miscellaneous expenses.

12.3.1. Forms - Unit price is for glued pads of 50 forms each.*

	Description	Unit Price	# of Forms	Total
6	Printing of MVSF (including freight charges) Forms will be delivered in 2 batches to Charleston WV, 25301	\$0.043	750,000	\$32,250
6	Printing Additional MVSFs (including freight charges)	\$0.048	100,000	\$ 4,800

*Based on experience with a current customer for a similar application, we recommend pads of 25 stapled on a 1/2" perforated stub. Unit price @ 750,000

12.3.2. Services / Programming is \$0.057; @ 100,000 forms = \$0.063.

	Description	Total
6.1	MVSF Layout/Design	\$2,158
7	Scanning Setup	\$5,208
8	Data File Setup	\$6,817
10	Report Setup	\$5,372

	Description	Hourly Rate
6.3	Programming rate if MVSF modified	\$150.00

12.3.3. Scanning

	Description	Price/Form	Forms	Total
7	Scanning <u>double sided</u> MVSF	\$0.053*	750,000	\$39,750

*Editing of multiple responses is not included per Addendum 1.

12.3.4. Reports

	Description	Price/Report	# Months	Total
10.1	Monthly Report of MVSFs scanned successfully	\$50.00	12	\$ 600
10.2	Monthly Report of Rejected MVSFs	\$50.00	12	\$ 600

12.3.5. Options for the Return of Forms

Vendor must provide at least one of the options listed for the return of successfully scanned and rejected forms. Vendors are encouraged to provide pricing for all the options. These options will not be included in the evaluation.

	Description	Price/Form	# Forms	Total
9.1	Handling charge for return of ALL scanned MVSFs	\$0.03	750,000	\$22,500
9.2	Images of scanned ALL MVSFs written to CD. Price to be per double-sided form.	\$0.0088	750,000	\$ 6,600
9.3	Successfully scanned MVSFs retained/destroyed by vendor. (Note calculation for # of Forms is based on 10% of forms being rejected).	no charge	675,000	no charge
9.3.1	Handling charge for shipping rejected forms back to DMV	\$0.30	75,000	\$22,500
9.3.2	MVSFs will be retained by vendor until confirmation by DMV that data file has been successful transferred (maximum 2 months) and CDs are readable. MVSFs are then destroyed. Vendor must receive approval from DMV prior to forms disposal.	\$0.088	75,000	\$ 6,600

NOTE: 9.1 and 9.3.1 includes sorting rejected forms by ORI#.

12.3.6. Shipping

This table will be completed by DMV. Vendor must provide address for the location that items will be shipped to for scanning.

SCANNING LOCATION: 1313 Lone Oak Road
 Eagan, MN 55121

Description	# Boxes per Month	# Months	Total
Shipping forms to Vendor for scanning	13	12	

12.4. Evaluation

FOR EVALUATION PURPOSES ONLY	TOTAL:	
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A F F I D A V I T015**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: WLS Pearson, Inc. (on behalf of Pearson Assessments)

Authorized Signature: [Signature] (Senior Contract Specialist) Date: Nov 1, 2006



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

Request for Quotation

RFQ NUMBER
DMV70056

PAGE
1

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

VENDOR

██
 Pearson Assessments
 Attention: Susan Frommelt
 1313 Lone Oak Road
 Eagan, MN 55121

SHIP TO

DIVISION OF MOTOR VEHICLES
 1317 HANSFORD STREET
 CHARLESTON, WV
 25311 558-0002

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/24/2006				
BID OPENING DATE: 11/02/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #1		
				THIS ADDENDUM IS ISSUED TO ANSWER QUESTIONS RAISED PRIOR TO THE OCTOBER 23, 2006 DEADLINE. QUESTIONS CONCERNING BID SUBMISSION WILL STILL BE ANSWERED AND MAY BE SUBMITTED TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION AT 558-2596 PHONE, 558-4115 FAX, OR EMAIL AT KFERRELL@WVADMIN.GOV.		
				BID OPENING DATE REMAINS 11/2/06. BID OPENING TIME REMAINS 1:30PM.		
				***** END ADDENDUM #1 *****		
0001	1	PM		920-38		
				PRINTING, SCANNING, REPORTING AND DATA SERVICE		
				***** THIS IS THE END OF RFQ DMV70056 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Denise Schunk</i>	TELEPHONE 651-683-6325	DATE 11-1-2006	
TITLE Vice President, Sales	FEIN 41-0850527	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

Addendum No. 1
Answers to Questions

002

Question: Is there any specific requirement for the paper used in the printing the booklets?

Answer: Assuming the company is producing the forms and scanning the same form. If the scanner can read the paper form with complete accuracy, then it is acceptable. There will be bubbles on both sides of the paper form, which will account for the bleed through in the scanning process.

Question: If a form is damaged and cannot be scanned, what would you like the process to be? We have several options: transcribe, key enter, send back, etc.

Answer: Key enter if possible, If not return.

Question: If there is a multiple response on a single response questions, do we reject the form or do we attempt to resolve it if the officer's intention is clear?

Answer: This will be determined during the file meeting.

Question: In order to set apart visually the rejected from, can we just put a "flag" in the data record?

Answer: Yes, the method of flagging to be determined during data file meeting.

Question: Do you want the rejected forms sorted by some criteria prior to sending back to Charleston?

Answer: They should be sorted by ORI #.

Question: Please confirm that you expect the number of rejects to be 10% or 75,000 forms.

Answer: This is what we are basing the evaluation on. At this time we have no data to provide a reliable estimate for the rejects.

Question: If the officer fills out the passenger information or the search authority section(s) but answers "no" in the Search Performed section, should we force the Search Performed section to "yes"?

Answer: This will be determined during the data file meeting.

Question: Do you want the images indexed by any information?

Answer: Yes. ORI #, Office ID, Month, Year. This information should be included in the file name.

Question: Is a DVD acceptable for the images or is a CD preferred?

Answer: Yes, a DVD is acceptable.

Question: How long do you want the vendor to retain the images and the data?

Answer: 2 months for both images and data. DVM must authorize disposal of the data and images.

Question: Is there any requirement that would limit a vendor from doing the actual printing and/or scanning service outside of the State of WV?

Answer: No, it is not required that the printing or scanning be done within the state of WV.

Question: Is there any requirement that would limit a vendor from partnering or subcontracting a part of the whole, say the printing component?

Answer: Vendor may subcontract. However they are responsible for all work done by the subcontractor. DMV will be billing ONLY by the primary vendor.

Question: Would DMV be open to a solution that would provide an electronic form exactly as you have proposed that could be filled out on-line and would automatically populate a database? If the law enforcement officers have access to a pc in the vehicle or later at the office, this info could be entered on line and all the paper, shipping and scanning would be eliminated. The cost of this solution may be considerably less.

Answer: An electronic form was considered during the inception of this project. However, it was determined that the infrastructure was not in place to support it.

Question: When the RFQ mention "handling charge" does this include the cost "of shipment" or just the cost to package the MVSF for return shipping?

Answer: Handling charge is the cost to package the MVSF for return shipping (if applicable). DMV will be billed the ACTUAL shipping charge.

Question: Will an Excel file be acceptable format for the monthly report if it included ORI, Unique Identifier and other information as requested in the report description?

Answer: Yes, an Excel spreadsheet is an acceptable format for the report.