



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

Solicitation

NUMBER
EDD393080

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

*Citynet LLC
 100 Bridgeport Dr.
 Bridgeport, WV 26330*

SHIP TO

DEPARTMENT OF EDUCATION
 BUILDING 6
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0330

DATE PRINTED
05/15/2013

BID OPENING DATE: 05/30/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR INFORMATION						
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF EDUCATION IS SEEKING INFORMATION TO PROVIDE COMMERCIAL OFF THE SHELF (COTS) SOFTWARE PRODUCTS TO FACILITATE SEAMLESS INTEGRATION OF STUDENT INFORMATION PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL INTERESTED VENDORS WISHING TO PROVIDE INFORMATION ABOUT THEIR PRODUCT IN RELATION TO THE STUDENT INFORMATION SYSTEM SHOULD PROVIDE A RESPONSE TO THE BUYER, CONNIE OSWALD AT THE LOCATION MENTIONED IN THE ATTACHED INSTRUCTIONS TO BIDDERS.</p> <p>THIS IS A REQUEST FOR INFORMATION ONLY AND IS SOLELY USED FOR INFORMATION AND PLANNING PURPOSES. THIS REQUEST FOR INFORMATION DOES NOT CONSTITUTE EITHER A REQUEST FOR PROPOSAL OR QUOTATION (RFP/RFQ) OR A PROMISE TO ISSUE A RFP OR RFQ IN THE FUTURE.</p> <p>RESPONSES WILL BE RECEIVED UNTIL 4:00 PM ON MAY 30, 2013.</p> <p>ANY QUESTIONS MAY BE FORWARDED TO THE BUYER BY NO LATER THAN MAY 24, 2013.</p>						
0001	1	JB		920-04		
05/30/13 03:14:58 PM West Virginia Purchasing Division						
COMMERCIAL OFF THE SHELF (COTS) SOFTWARE PRODUCTS						

SIGNATURE <i>[Signature]</i>	TELEPHONE 3043915261	DATE 5/30/13
TITLE Account Executive	FEIN 55-0780914	ADDRESS CHANGES TO BE NOTED ABOVE

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



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PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CONNIE OSWALD
 304-558-2157

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Citynot, LLC
 100 Bridgeport Dr
 Bridgeport, WV 26330

SHIP TO

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THAT CAN ADDRESS THE CONSIDERATIONS IDENTIFIED IN THE ATTACHED SPECIFICATIONS TO FACILITATE INTEGRATING STUDENT INFORMATION.						
***** THIS IS THE END OF RFQ EDD393080 ***** TOTAL:						

SIGNATURE *[Signature]* TELEPHONE 304-391-5261 DATE 5/30/13
 TITLE Account Executive FEIN 55-0780814 ADDRESS CHANGES TO BE NOTED ABOVE

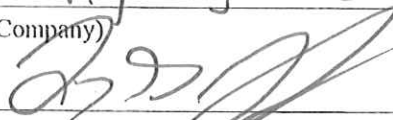
WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Citynot, LLC

(Company)



(Authorized Signature)

Larry Lambert, Account Executive

(Representative Name, Title)

3043915261

(Phone Number)

3048485410

(Fax Number)

5/30/13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EDD393080

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

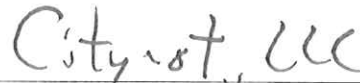
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

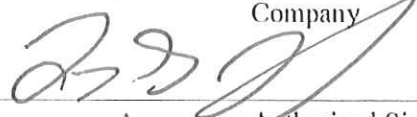
Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.



 Company


 Authorized Signature
 5/30/13

 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



RFI: EDD393080

Due Date: May 30, 2013

Time: 4:00PM

Connie Oswald,

Citynet is pleased to submit this package for your consideration in response to the request for information for the WVDE Enhanced Data Entry Solution. If you have any questions at all please feel free to get in touch with us.

Larry Lambert
Account Executive

www.citynet.net

233 Virginia Street East, Charleston, West Virginia 25301

CORPORATE HEADQUARTERS:
100 Citynet Drive, Bridgeport, WV 26330 Sales: 800.903.8906 Support: 800.881.2638 Fax: 304.848.5410 info@citynet.net

Provide Data entry platform online and mobile ready

The LiveGrades Online platform is ready and has been in use for 5 years. LiveGrades is currently supported by most native mobile device web browsers on both iOS and Android platforms.

Support, pull, and transform data from/across multiple sources in a unified interface

LiveGrades currently pulls data from WVEIS on a daily basis. The data is transformed into a unified LiveGrades interface for easy data management and entry.

Have a platform that can integrate existing and new tools (e.g. attendance, grades, messaging, user-level customized reports, assessment results)

LiveGrades has an attendance module that is integrated with WVEIS, an internal messaging system that includes options for attachments, group messaging, individual messaging; LiveGrades has a complete suite of reporting features that can be customized for individual school needs, administrative needs; additional assessment reports could be developed as needed or requested

Can integrate with existing single sign-on structures

LiveGrades, being a web-based system, is highly capable of accepting tokens and other forms of secure authentication from other web-based systems to facilitate single sign-on functionality.

Have interfaces/dashboards that are intuitive, well-designed, easy to use across multiple role-based access levels

District Administrators, School Administrators, and teachers each have unique interfaces designed to complete necessary daily tasks in the most efficient manner. Parents/Guardians and students have access to a dashboard that provides up to the minute information about daily performance along with any messages from school.

Allow for customized reports that provide instructional recommendations (e.g. strategies, tools, resources, or supports) based on data-driven and standards-based results

LiveGrades reporting options include customizable reports based on mastery of skills, missed or excused assignments, Standard-based grade reporting, etc.

Have the capabilities of creating student profiles that provide information about students' full educational career

LiveGrades already has a system in place to archive student grades, for the school and the parents. Student grades are available k-12.

Can be seamlessly integrated with existing data sets/systems

LiveGrades Integration with WVEIS is already in place for grade exchange, class and roster updates, attendance, and student/teacher information. Integration with other systems and datasets is possible given the appropriate schema and data access.

Provide custom and on-the-fly reporting capabilities and analytics

All data that is entered by teachers is live and available for instant reporting

Comply with industry standards for data exchange

LiveGrades makes use of standard ETL libraries to facilitate data exchange between LiveGrades systems and WVEIS. Support for formats such as CEDS, SIF, and SCORM are possible and would be provided through a SOAP/RESTful API to allow data exchange between LiveGrades and permitted 3rd parties through use of API keys and tokens.

Support standard structured query language (SQL)

LiveGrades is built on an industry standard SQL RDMS and can be customized to provide access to the underlying data structures via ad-hoc SQL statements. This type of functionality would be permitted only to advanced users selected by administrators. The resulting datasets would be available for export to standard CSV or XLS formats to further facilitate customized, on-the-fly, reporting.

Provide adequate data privacy and security

LiveGrades employs the use of high-grade encryption via SSL/TLS for all communication between users and the servers. All data for the system is located within our secure datacenter that is monitored 24x7 by personnel, video, and secure key door access.

Are supported with training and end-user support

LiveGrades has provided on-site training for 15 WV public school districts, with training teams in place at each of locations. By the beginning of the 2013-14 school year, this number will be 18+ school districts. Integration with WVEIS is already in place in most of the RESA areas of WV. Citynet prides itself on the personal, immediate, and professional support of LiveGrades for teachers and parents.

Align and report on all content including integrated third party content as a cross-sectional analysis of daily instruction and student performance by standard.

LiveGrades currently aligns and reports assignments from third-party program sources. This data is then used for reporting purposes and analysis of student progress

Have the ability to support batch and event-based data integration

The LiveGrades system currently utilizes batch and event-based data integration in the form of ETL processes to and from WVEIS. Further integration with other systems is possible as needed or required.

Integrate existing Early Warning System or provide a student-focused early warning system and corresponding reporting

LiveGrades collects the information necessary to provide early warning for students at risk of dropping-out or failing. Using the data collected by the system, including grades, attendance, and disciplinary history, the LiveGrades developers can work with the state to implement or create an agreed upon formula to alert teachers, and school administrators, to at risk students. The same information can be made available through a web-based API to provide integration into 3rd party Early Warning Systems.

Provide lesson planning capabilities for teachers that could include third party content

Lesson plans are currently not part of the LiveGrades system, the feature is however in the development plans for implementation. This system would allow for custom user-defined categories and resources, such as materials, links, readings, etc..., with optional 3rd party content in the form of attachments or print-outs. Next Generation Standards are already available to teachers in LiveGrades and can be aligned to lesson plans.

Allow for system components to be tagged with flags/identifiers that are state-defined (e.g. Common Core State Standards, WV State Standards, etc)

All WV standards and Next Generation standards are integrated into LiveGrades at this time. With input from teachers, we have designed a standards-based report that is easy to read and informative to both teachers and parents.

Implementation and Support Plan

Training and a “buy-in” by all constituents are imperative for a successful implementation. Understandably, administrators and teachers will not welcome the task of preparing to use a new program. We realize this challenge, and having trained many teachers to use LiveGrades in their classroom, we can attest to the fact that the learning curve is minimal. LiveGrades is extremely user-friendly and we are committed to providing what is needed to make the transition period as painless possible for all.

Citynet realizes the importance of having a high quality, role-based training module in place to ensure the success of any software implementation. WVDE has successfully implemented several state-wide resources, such as WVWrites, Acuity, and TechSteps. Considering past success in these statewide initiatives, Citynet proposes that a statewide LiveGrades deployment follow the same or similar models. Implementation - Training is Key:

A “train-the-trainer” model has proven to work well for large implementations. The LiveGrades Implementation Plan is based on this model.

Citynet’s LiveGrades Implementation and Management Team will guide all phases of this training. This team of professionals will drive project planning, develop timelines, assign roles and responsibilities, create and implement a communication plan, and develop issue resolution guidelines.

Core Team Training

Core Team training is targeted at those individuals who will represent the county office technology and support teams, as well as any other key individuals who will have a decision making role regarding policy and procedures related to LiveGrades implementation. County trainers will be certified in WV LiveGrades Implementation Plan prior to training users in their district.

School-based Coach Training

Coaches are identified at each school facility in each county. They are the key individuals at that building who will be the first line of support for end users at that location. These are generally people who are very comfortable with technology and have some experience in providing professional development.

Building Administrator/Principal Training

Building Administrators, generally Principals, will be trained on the key information they will have at their fingertips upon the implementation of LiveGrades. This team of Administrators is most important for the staff to be successful. A complete commitment and buy-in from building Administrators will ensure success with the staff.

Teacher Training

Rolling out LiveGrades, including attendance, discipline and grade book functions, is a straightforward process and even the most challenging audiences can be well trained in 90 minutes. 15 to 20 seats per training session are the most effective for our hands-on training approach; with training be done at the school site to provide the most flexibility. Quick Start Guides and online tutorials covering all aspects of LiveGrades are available within the software system itself.

DataLocker

Save Files Online and Access from Anywhere, Anytime!

Easily Share Files Between Teachers & Students!

- No additional login - all accessed from your LiveGrades account
- Files can be associated to classes and/or assignments
- Eliminate the need for file transfers using flash drives or other external media storage devices
- Includes extras like viewing file stats, linking to personal web sites, etc.
- 1GB FREE online storage per user with signed LiveGrades contract

LiveGrades

Contact a LiveGrades Representative Today:

info@LivesGrades.com

304.848.6215

LiveGrades is a product of Citynet.

CITYNET®

100 Citynet Drive
Bridgeport, WV 26330
304.848.5400
www.citynet.net



**The Online Gradebook Solution
Developed by**

CITYNET[®]

**Connecting Parents, Teachers &
Students for Success!**
www.LiveGrades.com

Welcome to LiveGrades.com

LiveGrades.com is an online grading system for K-12 students. LiveGrades.com offers a quick, efficient way to communicate essential information to the very people who need it: students, parents, teachers and schools.

This software solution allows teachers to quickly and easily manage, calculate, and track their students' grades, all through an online interface so they can work from their school, from home, or from wherever there is Internet access. LiveGrades.com is fully integrated with the West Virginia Education Information System (WVEIS); ensuring student and class information is kept up-to-date and simplifies the process of posting grades back to the state's systems.

LiveGrades.com allows both parents and teachers to swiftly adjust the student's individual education plans, ensuring a better path to success. LiveGrades.com also allows for enhanced communication so that students, parents, and teachers can quickly communicate through a secure, email-like interface.

Citynet is offering LiveGrades.com to public and private school systems throughout the state of West Virginia at **NO COST!** Citynet, a West Virginia based company, designed this system to specifically meet the needs of West Virginia's school systems.

Introduction to LiveGrades.com

Citynet's extensive research with teachers, school administrators, and parents, produced this outstanding online grading application. Through those countless hours of focus groups, teacher interviews, parent meetings, and administrative discussions, ++ specifically customized to fulfill and exceed everyone's needs. Continued input from all user groups keeps LiveGrades.com on the cutting edge.

By designing the system around West Virginia's school systems, LiveGrades.com is proving to be the ideal solution for online grade management for West Virginia teachers, students, and parents.

Benefits for All Groups

Teachers Quickly and easily manage grades online, anytime, anywhere. Feature-rich and highly customizable, the flexible system fits the styles of the individual teacher, not the other way around!	Administrators Designed with school and district organizations in mind, the system features a host of administrative functionality, reporting, and organization-wide settings.	Students & Parents Secure, online instant access to grades, assignments, and other key information; empowers students and parents to focus on improved performance in the classroom.
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PRODUCT HIGHLIGHTS

Easily Manage Grades - Entering and managing your grades with LiveGrades.com has never been easier. Through a simple and intuitive interface, teachers quickly input assignments and grades, and all of this information readily available.

The screenshot displays the LiveGrades.com 'Home' page. At the top right, navigation links include 'Home', 'Semester', 'System', 'Help', and 'Logout'. The main content area is divided into several sections:

- Show hints.**
- Assignment Table:** A table with columns for Class, Period, Views, Due, Assignment, Class, and Average. It lists assignments for English, Mastery Class, and Math.
- Show/Hide** button.
- Recent Messages:** A list of messages with columns for date, sender, and subject.
- Message Center** and **Create Message** buttons.
- Recent Assignment Average Grades:** A pie chart showing the distribution of grades: 60% (A), 20% (B), and 20% (M).

At the bottom of the page, there are social media icons for Facebook and Twitter, a copyright notice for Citynet, LLC, and the CityNET logo.

WVEIS Integration - LiveGrades.com integrates seamlessly with the West Virginia Education Information System (WVEIS), allowing teachers instant access to class rosters and student information. LiveGrades.com receives nightly downloads from WVEIS. Teachers do not have to edit class rosters – this information is available for them on the first day of classes and remains up-to-date throughout the school year. At the end of the grading period, LiveGrades.com generates the finalized grades and uploads them directly to WVEIS.

24/7 Access From Anywhere – LiveGrades.com is a fully web based solution that gives teachers instant access to their gradebooks from anywhere - in the classroom, at home, even while traveling. As you enter grades, they are automatically saved to Citynet's secure servers and posted to LiveGrades.com. There is no need to transfer, export, or post assignments. Parents, guardians, and students can always be current with classroom happenings and grade postings, from anywhere, and at any time.

Archived Student Data - Once your school begins using LiveGrades.com, administrators will have access to all data that has been entered. There is no need to clear or reset the system for the start of a new year. Student data from K-12 is automatically archived and kept readily available through the system should it need to be accessed or reviewed.

FEATURES AND COMPONENTS FOR TEACHERS

Grid View

- Assignments can be updated from a single screen
- The layout view is similar to paper/pencil gradebooks
- A hard copy of this view can be printed

1st-English - Grid View

You can edit grades by clicking on cells and modifying the contents. Once you have made updates, you click on the save button on the lower left hand corner. This will save any changes that have been made. You can click the Adobe icon to create a PDF, or you can click the printer icon to send the grid directly to your printer.

Name	sample test	Sample	Weekly Journal	Spelling word ...	Definitions	Sample Lesson	Spelling
Ash, Paul	25	20	50	10	25	20	10
Bays, Haley	25	20	50	10	25	20	10
Davis, Danny	10	20	50	2	25	20	8
Lamp, Susan	25	20	50	10	11	20	10
Miller, Becky	25	20	50	10	25	5	10
Smith, Greg	25	18	50	10	25	20	10
Ward, Brent	25	20	50	10	25	20	10
Welk, John	25	20	50	10	25	20	10
West, Laura	25	20	50	10	25	20	10

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CITYNET

Customized Grading Options

- Points, percentage, or non-numerical grading methods are available
- Standards-based grading with all current West Virginia standards and Next Generation standards are available
- District-defined grading scales can be set as the default for all schools in that district
- Customized grade scales can be created by teachers when desired
- Multiple grade scales can be available in a single school district

Grade Marks

- Characters or text values are used to represent a grade status
- Commonly used grade marks are "M" for missing or "E" for excused
- Customized grades marks can be created for the school level or by individual classroom teachers

Grade Adjustments

- Lowest grade(s) from specific assignment types can be dropped
- Grades can be adjusted by percent or overridden by letter grade
- Teacher comments regarding changed grade(s) is private and is only visible to the teacher

LiveGrades Demo High School - 1st Semester Home Semester System Help Logout

1st-English - Grade Adjustments

2nd 6 Weeks Adjustments

Drop 0 Grade(s) From Assignment Types:
 classwork homework lab work participation project quiz test worksheet

Use Assignment Type weights for this grading period: Yes

Student	Grade	Adjustment	Override	Comment (Private)
Ash, Paul	55.00%	0%		
Boys, Holly	100.00%	0%		
Davis, Danny	100.00%	0%		
Lamp, Susan	N/A	0%		
Miller, Becky	100.00%	0%		
Smith, Greg	100.00%	0%		
Ward, Brent	50.00%	0%		
Wilk, John	55.00%	0%		
West, Laura	100.00%	0%		

Save Cancel

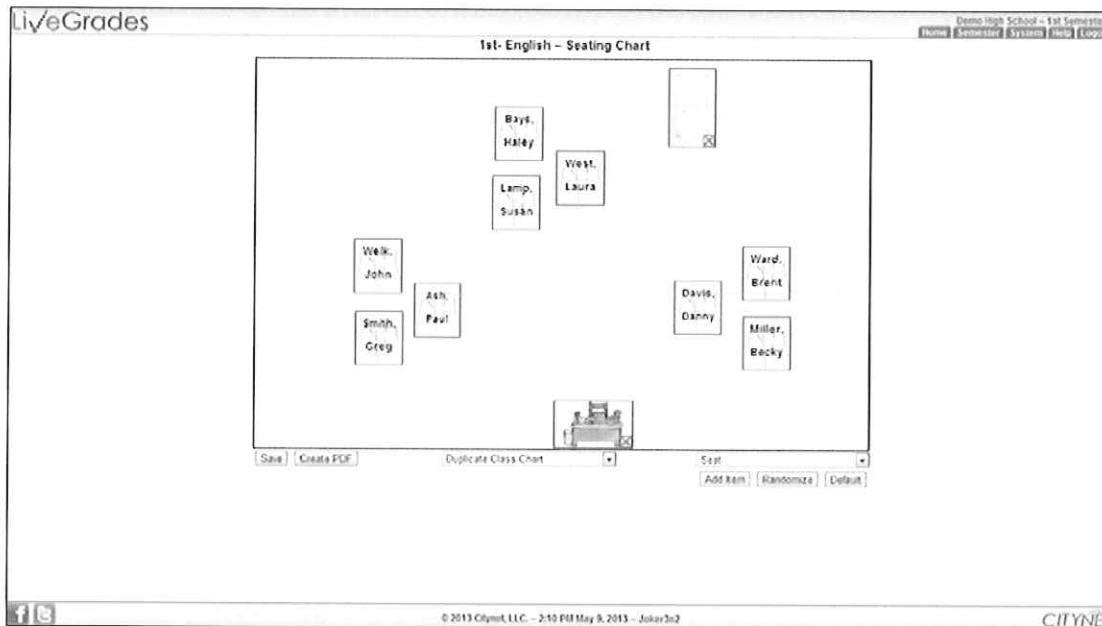
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Assignment Creation Features

- Customized assignment types and weights
- Assignment templates can be used repeatedly for quick assignment creation
- Multiple objectives can be associated to a single assignment
- The "fill" feature allows a grade to be entered one time, and then filled for all students with that grade
- The "comment column" provides parents and students with additional information regarding a grade
- Details of the assignment can be entered by the teacher, thus giving students and parents a complete picture of this particular assignment
- Bonus assignments can be created and grades entered for those students earning extra points

Seating Charts

- Classroom seating arrangement charts created with the drag-and-drop-feature
- The "randomize" function quickly reassigns seating
- Additional objects such as seats, doors, and desks can be added
- A PDF hard-copy document can be saved and printed for reference
- The classroom arrangement chart can be duplicated for additional classes



Message Center

- Internal messaging center available for all LiveGrades.com account holders
- Email notification when new messages are received
- Document attachment capabilities
- Bulk messages can be sent to classes, faculty, parents, or students



Reports

- Create PDF generated reports such as Assignment Grade Report, Progress Report, Individual Grade Report, etc.
- Administrators have a selection of reports specifically for their needs
- Blank "roll and score" sheets are available for each class

The screenshot displays the '1st- English - Reports' page in the LiveGrades system. The page is organized into two main sections: 'Class Reports' and 'Print-Outs'. Each item in these sections includes a description and a 'Quick Launch PDF' button. The 'Class Reports' section lists: 'Former Student Grades' (Creates a report listing the assignment grades for students that have been removed from your class), 'Grade Book Hard Copy' (Creates a traditional gradebook print out for record keeping purposes), 'Individual Grade Reports' (Lists all assignments for the selected grading period and the student's current average), 'LiveGrades Login Usage' (Displays a list of students, created guardian accounts, and their most recent login date), and 'Progress Reports' (Creates a printout listing each student's current grade in each class). The 'Print-Outs' section lists: 'Blank Roll Sheet' (Lists all students in the class and a number of blanks for each student to record roll), 'Blank Score Sheet' (Lists all students in the class and a number of columns for tracking grades away from the computer), and 'Parent Login Instructions' (Prints instructions for parents and guardians to use to view their student's grades on www.livegrades.com). The interface includes a top navigation bar with 'Home', 'Semester', 'System', 'Help', and 'Logout' links, and a footer with social media icons and copyright information: '© 2013 Citynet, LLC. - 2:20 PM May 9, 2013 - Joker3n1' and 'CITYNET'.

Activity Tracking

- LiveGrades.com tracks all changes made at all levels
- Any changes made, and the user that made those changes are recorded and logged
- Activity information can be retrieved from Citynet's secure servers upon the request of the district administration

Discipline Module

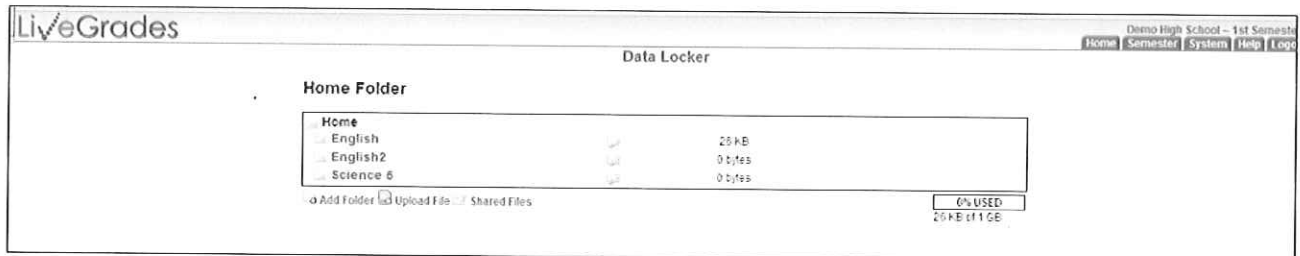
- "District option" for availability in all schools
- Disciplinary actions can be tracked, managed, and reported
- Actions taken at school are immediately live and available to parents via LiveGrades.com

Attendance Module

- "District optio" for availability in all schools
- Files can be generated and uploaded to WVEIS
- Customize attendance marks such as "P" for Present, "A" for Absent, "T" for Tardy
- Track attendance in classes and school-wide via robust reporting

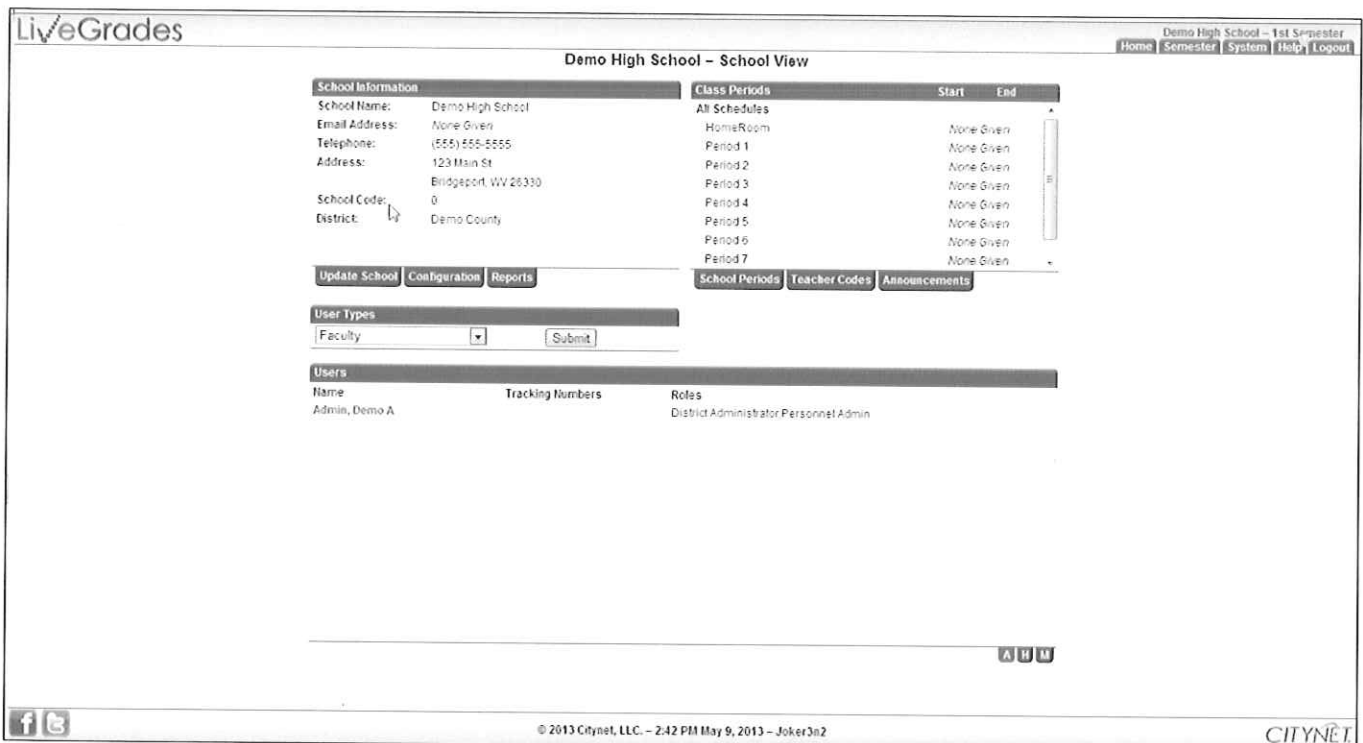
Data Locker

- Secure, online folders are automatically available to all students and teachers
- 1 GB of storage space is designated for each user
- Folders can be created and shared by teachers
- External storage devices are no longer needed!



MANAGEMENT FEATURES AND COMPONENTS FOR ADMINISTRATORS

- Includes role assignment capabilities such as teacher, personnel director, secretary, etc.
- A variety of reports are available to view teacher input and usage of LiveGrades.com
- Data reports on individual students, specific groups of students, or assignments that have been entered can also be created
- Administrative rights to each of the classes within the school
- Personnel Directory access for all LiveGrades.com users associated with the school
- Organization settings for schedules, grading periods, grade marks, and login option settings



FEATURES AND COMPONENTS FOR STUDENTS & PARENTS

Live, Instant Access to Grades, Attendance, Discipline Reports, & Announcements

- LiveGrades.com provides a Dashboard look at all activities entered
- The user-friendly interface is designed for quick access and easy navigation
- The Message Center provides an easy-to-use format for composing messages

The screenshot shows the LiveGrades.com website. At the top left is the logo "LiveGrades" with the tagline "WV Schools FREE Online Grading Solution from CITYNET." To the right of the logo are input fields for "Username" and a password field (indicated by dots), followed by a "LOGIN" button. Below the login fields are links for "Forgot your login? Click here" and "New User? Click here". A navigation bar contains links for "HOME", "FEATURES", "ABOUT", "TESTIMONIALS", "FAQ", "SUPPORT", "CONTACT", and "GET STARTED TODAY". The main content area features a large image of a man and a woman looking at a laptop. To the left of the image is the text: "Live, instant access to grades with an easy-to-use interface. Parents get straight to what they are looking for — grades & assignments." Below the image is a set of navigation dots, with the second dot from the left being a white circle, indicating the current slide.

- Students and parents establish an account that will remain active until the student graduates from high school
- Parents can access all of their children's grades with a single login to LiveGrades.com
- Students can establish their own login to keep track of their grades
- Student data is archived on Citynet's secure servers until the student graduates from high school
- Parents can opt in for email notifications of new LiveGrades.com entries

LiveGrades Demo County Online Grade Book
Connecting Teachers, Students & Parents for Success

Auto-Logout: 28:29

HOME GRADES DISCIPLINE ATTENDANCE ANNOUNCEMENTS MESSAGES ACCOUNT LOGOUT

My Account

Name: Welk, James
 Username: demo_jwelkparent
 Password: *****

Email Address: jwelk@demoschool.com
 Phone Number: None specified

Notify me by email when new messages are received.
 Notify me by email when new assignments have been posted.
 Notify me by email when new school and class announcements have been posted.

LiveGrades.com ©2013 All rights reserved. CITYNET

BEHIND THE SCENES: THE LIVEGRADES.COM PRODUCT HISTORY

As is detailed in the preceding sections, LiveGrades.com is a feature-rich application that addresses the gradebook and communication needs of teachers, administrators, students, and parents. The LiveGrades.com product took over two years to fully develop. During that time, Citynet worked closely with countless teachers, school administrators, and parents to ensure a complete understanding of requirements for an online grading application and continued the conversation with them to make certain the finished product worked successfully for each of the user groups. During the past several years, the LiveGrades.com team continues to welcome the input of its' users. LiveGrades.com was truly built by teachers and this is reflected in all aspects of the program.

In the spring of 2012, Citynet made the decision to provide LiveGrades.com completely free of charge to any West Virginia school system that would like to use it. This commitment to education is Citynet's way of giving back to and supporting the educational system in West Virginia.

LEARN MORE CONTACT US!

For more information on our LiveGrades.com product, please contact:

Jan Frenzel
Citynet LiveGrades Administrator
jan.frenzel@citynet.net
304.848.6215



LiveGrades

Informed Education

Grades,
Attendance,
Messaging &
More!
ALL FREE!

LiveGrades is a fully web-based solution that gives educators, students and parents around-the-clock instant access to grades, assignments and a message center. Communicate from anywhere with Internet access!



ADMINISTRATOR Benefits

- ▶ Obtain instant information & receive detailed school-level reports
- ▶ Enjoy seamless integration with the West Virginia Education Information System (WVEIS)
- ▶ Check on any student, anytime from anywhere! LiveGrades is totally web-based, so we store all of your data, eliminating storage concerns

✓ WVEIS INTEGRATION

✓ SAFE & SECURE

✓ CUSTOMIZED REPORTS

✓ EASY, INTUITIVE INTERFACE

✓ SEATING CHARTS

✓ TEACHER/PARENT MESSAGING

✓ ENTIRELY WEB-BASED

✓ FLEXIBLE GRADING OPTIONS

✓ 24/7 ACCESS FROM ANYWHERE

✓ OUTSTANDING LOCAL SUPPORT



TEACHER Benefits

- Easily manage grades
- View student schedules with grades
- Robust reports
- Seating charts
- Grades archived forever
- Grid-view grading
- Points & percentage-based grading
- Custom grading scale & marks
- Dynamic grade value calculation
- Grade overrides
- Ability to drop lowest grade
- Track attendance
- Add extra-credit assignments
- Copy assignments and save time!

DataLocker
EASILY SHARE FILES BETWEEN
TEACHERS & STUDENTS!



PARENT Benefits

- ▶ Quick and easy login from anywhere to check on your child's progress
- ▶ Message module allows for important two-way communication between teachers and parents
- ▶ Increase parental knowledge, involvement and dialog with teachers; thereby increasing accountability on all sides

"I love LiveGrades...love, love, love them. When a parent calls, I can go right to their child's information, no matter where I am."

Harrison County, WV
Teacher



WE PROVIDE PEACE-OF-MIND WITH OUR
AWARD WINNING CUSTOMER SUPPORT!



Citynet has always been a proud supporter and provider of technology in the classroom. As part of our community-based initiative, Citynet Cares, we are proud to offer our full LiveGrades program free of charge, to interested schools.

www.LiveGrades.com info@LiveGrades.com 304.848.6215

CITYNET

The Following Screenshots Show Just How Easy LiveGrades is to Use!

English - Grade Adjustments

2nd 6 Weeks Adjustments

Drop Grades(s) From Assignment Types:

Homework, Participation, Project, Quiz, Worksheet

Use Assignment Type weights for this grading period: Yes

Student	Grade	Adjustment	Override	Comment (Private)
Ash, Paul	100.00%	0%		
Bays, Haley	80.00%	0%		
Davis, Danny	83.33%	0%		
Lamp, Susan	91.67%	0%		
Miller, Becky	90.00%	0%		
Smith, Greg	100.00%	0%		
Ward, Brent	70.00%	0%		
Welk, John	85.00%	0%		
West, Laura	100.00%	0%		

GRADE ADJUSTMENTS

- ▶ Ability to drop lowest scored assignment grades
- ▶ Ability to adjust percentage grade on an individual basis
- ▶ Ability to override letter grade on an individual basis

English - Grid View

You can edit grades by clicking on cells and modifying the contents. Once you have made updates, you click on the save button on the lower left hand corner. This will save any changes that have been made. You can click the Adobe icon to create a PDF, or you can click the printer icon to send the grid directly to your printer.

Name	IHW3	IHW2	IHW1
Ash, Paul	100	100	100
Bays, Haley	50	100	90
Davis, Danny	100	50	100
Lamp, Susan	100	80	95
Miller, Becky	70	100	100
Smith, Greg	100	100	100
Ward, Brent	20	100	90
Welk, John	100	75	80
West, Laura	100	100	100

GRID VIEW GRADING

- ▶ Make any updates to students' assignment grades
- ▶ Layout is similar to "old style" paper & pencil grade books
- ▶ Quickly edit grades within the view

Create Assignment | Assignments | Students | Attendance | 2nd 6 Weeks

English - Seating Chart

Seat

SEATING CHARTS

- ▶ Create students' seating arrangement by simple drag-and-drop feature
- ▶ Easily reassign seating by using randomize function
- ▶ Place additional objects such as doors & desks
- ▶ Quickly print a PDF chart of seating arrangements as needed for substitutes

INTERESTED IN LEARNING MORE?

Call Us: 304.848.6215

Email Us: info@livegrades.com

Visit Us on the Web: www.LiveGrades.com

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:	May 24, 2013
Submit Questions to:	Connie Oswald 2019 Washington Street, East P.O. Box 50130 Charleston, WV 25305 Fax: 304-558-3970 Email: Connie.S.Oswald@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [] Technical

[] Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

Request for Information Only - Please respond by 4:00 pm on May 30, 2013.

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" 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 successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "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: This Contract becomes effective on

 and extends for a period of year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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.
6. **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.
7. **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 of 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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- [] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of [_____]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- [] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- [] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- [] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- [] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- [] **Commercial General Liability Insurance:**
[_____] or more.

- [] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

- [] [_____]

- [] [_____]

- [] [_____]

- [] [_____]

- [] [_____]

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

- []
- []
- []
- []

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

--

 for

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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.

13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **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.

17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
39. **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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

50. 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

WVDE Enhanced Data Entry Solution Request for Information

Description:

The West Virginia Department of Education (WVDE) is issuing this Request for Information (RFI) and does not constitute a commitment, implied or otherwise, that the State of West Virginia will take procurement action in this matter. Further, the State will not be responsible for any cost incurred by respondents for preparing or submitting a response to this RFI.

The information will be reviewed for the purpose of educating WVDE as to the capabilities of "Commercial Off-The-Shelf" (COTS) Software Products that can address the considerations identified below. While WVDE envisions a COTS solution for its enhanced data entry solution, it remains open to alternatives, such as COTS-based with customization or a fully customized solution to facilitate seamless integration with WVDE's student information system (WVEIS). WVEIS is built on an IBM iSeries platform using DB2/400 as the database server. This system contains fifty-seven district level relational databases with multiple tables, and annual data being maintained in representative DB2/400 members. Data are transported from district to district at the database level.

The WVDE will not attempt to identify providers through the RFI process or procure any goods or services. The RFI process is a vehicle to determine the interest of organizations in providing an enhanced data entry system that functions within or as part of the current system. This is an effort to construct the best possible application process for this initiative.

WVDE Considerations:

WVDE is interested in learning more about COTS, COTS with customization, or fully customized software products from vendors with experience in the k-12 educational sector that:

1. Provide a data entry platform online and mobile ready
2. Support, pull, and transform data from/across multiple sources to be presented in a unified interface
3. Have a platform that can integrate existing and new tools (e.g., attendance, grades, messaging, user-level customized reports, assessment results, etc.).
4. Can integrate with existing single-sign-on structures
5. Have interfaces/dashboards that are intuitive, well designed, easy to use across multiple role-based access levels
6. Allow for customized reports that provide instructional recommendations (e.g., strategies, tools, resources, or supports) based on data-driven and standards-based results.
7. Have the capability of creating student profiles that provide information about students' full educational careers
8. Can be seamlessly integrated with existing data sets/systems
9. Provide custom and on-the-fly reporting capabilities and analytics
10. Comply with industry standards for data exchange

11. Support standard structured query language (SQL)
12. Provide adequate data privacy and security
13. Are supported with training and end-user support
14. Align and report on all content including integrated third party content as a cross-sectional analysis of daily instruction and student performance by standard
15. Have the ability to support batch and event-based data integrations
16. Integrate existing Early Warning System or provide a student-focused early warning system and corresponding reporting
17. Provide lesson planning capabilities for teachers that could include third-party content
18. Allow for system components to be tagged with flags/identifiers that are state-defined (e.g., Common Core State Standards, WV State Standards, etc.)

Responses:

Interested vendors are encouraged to submit a notice of interest on company letterhead along with a brochure and/or a detailed description of such product(s). The information furnished should document the general functionality of the software and how it might address the considerations outlined in this RFI. WVDE may subsequently invite a representation of vendors to provide a two-hour demonstration of their software products. Please include in your response:

- Representative timeline for typical product implementation
- Representative staffing for typical implementation
- Examples of any representative project plans

Note that this is not a Request for Proposals, but rather an invitation to inform WVDE of the current capabilities of enterprise decision support or business intelligence systems available in the market.

Response Due Date:

Submissions are requested by 4:00 PM EST, May 30, 2013. Please address them to:

Connie Oswald
WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Fax: 304.558.3970