



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
EDD277722

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/19/2007				

BID OPENING DATE: **10/30/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		924-10		
<p>REQUEST FOR PROPOSAL</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WV DEPARTMENT OF EDUCATION TO PROVIDE ENHANCING EDUCATION THROUGH TECHNOLOGY (EETT) EVALUATION SERVICES AS PER THE ATTACHED.</p> <p>ATTACHMENTS: 1. SPECIFICATIONS 2. PURCHASING AFFIDAVIT</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH 3:00 PM ON FRIDAY, OCTOBER 5, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIOR OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO: SHELLY MURRAY DEPARMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SMURRAY@WVADMIN.GOV</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
EDD277722

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/19/2007				

BID OPENING DATE: **10/30/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE 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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
EDD277722

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/19/2007				

BID OPENING DATE: **10/30/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</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;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
EDD277722

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/19/2007				

BID OPENING DATE: **10/30/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
EDD277722

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/19/2007				

BID OPENING DATE: **10/30/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
EDD277722

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY
304-558-8801

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/19/2007				

BID OPENING DATE: 10/30/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE:		10/30/2007
				BID OPENING TIME:		1:30 PM
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ EDD277722 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DEPARTMENT OF EDUCATION

REQUEST FOR PROPOSALS

*Enhancing Education Through Technology (EETT)
Evaluation Services*

Table of Contents

PART 1	GENERAL INFORMATION, TERMS AND CONDITIONS.....	4
1.1	Purpose	4
1.2	Project.....	4
1.3	RFP Format	4
1.4	Inquiries	5
1.5	Vendor Registration.....	5
1.6	Oral Statements and Commitments	6
1.7	Economy of Preparation	6
1.8	Labeling of RFP Sections	6
1.8.1	Mandatory Requirements	6
1.8.2	Contract Terms and Conditions.....	6
1.8.3	Informational Sections.....	6
1.9	Proposal Format and Submission	6
1.10	Rejection of Proposals.....	8
1.11	Incurring Costs	8
1.12	Addenda	8
1.13	Independent Price Determination	8
1.14	Price Quotations	8
1.15	Public Record	8
1.15.1	Submissions are Public Record	9
1.15.2	Written Release of Information	9
1.15.3	Risk of Disclosure	9
1.16	Schedule of Events.....	9
1.17	Purchasing Affidavit.....	9
1.18	General Terms and Conditions	9
1.18.1	Conflict of Interest	9
1.18.2	Prohibition Against Gratuities.....	9
1.18.3	Certifications Related to Lobbying	10
1.18.4	Vendor Relationship.....	10
1.18.5	Indemnification	11
1.18.6	Contract Provisions	11
1.18.7	Governing Law	11
1.18.8	Compliance with Laws and Regulations	11
1.18.9	Subcontracts/Joint Ventures	11

1.18.10	Term of Contract & Renewals.....	11
1.18.11	Non-Appropriation of Funds.....	12
1.18.12	Contract Termination.....	12
1.18.13	Changes.....	12
1.18.14	Invoices, Progress Payments, & Retainage.....	13
1.18.15	Record Retention (Access & Confidentiality).....	13
1.18.16	Exclusive Use.....	13
1.18.17	Patent and Copyright Protection.....	13
PART 2 OPERATING ENVIRONMENT.....		14
2.1	Location.....	14
2.2	Background (Informational).....	14
2.2.1	Enhancing Education Through Technology Evaluation Services.....	14
2.2.2	Background Information about the WVDE.....	15
2.2.3	Additional Information about Other WVDE Technology Initiatives.....	15
PART 3 PROCUREMENT SPECIFICATIONS.....		16
3.1	General Requirements.....	16
3.2	Scope of Work.....	16
3.2.A	Vendor Profile.....	17
3.2.B	Methodology / Work Plan.....	17
3.2.C	Personnel Plan.....	18
3.2.D	Qualifications.....	18
3.2.E	Project Schedule.....	19
PART 4 PROPOSAL FORMAT.....		20
4.1	Vendor's Proposal Format.....	20
4.1.1	Written Technical Proposal Format.....	20
4.1.2	Cost Proposal Format.....	21
4.2	Evaluation Process.....	21
Appendix A - Proposal Title Page.....		23
Appendix B - Costs.....		24
Appendix C – Map of Schools.....		26

REQUEST FOR PROPOSAL

West Virginia Department of Education

PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS

1.1 Purpose

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for hereinafter referred to as "Agency". The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Education, Office of Instructional Technology, hereinafter referred to as "Agency", to provide research and evaluation services and reports as described below. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10c, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Project

This RFP (Request for Proposals) is to identify and select a Vendor who will conduct an external evaluation of the implementation and impact of Title II Part D, Enhancing Education Through Technology (EETT) competitive portion of the Elementary and Secondary Education Act (ESEA or "No Child Left Behind" legislation). Because the EETT program is a State-administered program, the State Education Agency (SEA) is responsible for ensuring that the Local Education Agencies (LEAs) and eligible local entities comply with EETT statutory requirements.

As part of the evaluation of the program, the United States Department of Education (USDE) examines the extent to which LEAs and eligible local entities have effectively used funds to meet the goals of the program. The goals of the program are to improve student academic achievement through the use of technology in schools, assist every student in crossing the digital divide by ensuring that every student is technologically literate by the end of eighth grade, and to encourage the effective integration of technology with teacher training and curriculum development to establish successful research-based instructional methods.

The West Virginia Department of Education's (WVDE), Office of Instructional Technology is requiring a researcher/evaluator to conduct a statewide study to evaluate the extent to which activities funded under the EETT program are (1) integrating technology into curricula and instruction (2) increasing the ability of teachers to teach in a 21st century learning environment (3) enabling students to meet challenging State standards; and (4) helping teachers and administrators achieve National Educational Technology Standards for Teachers and for Administrators (NETS-T and NETS-A).

The purpose of the evaluation is to create a systematic process to enable WVDE to meet federal evaluation/monitoring requirements. The intent of this Request for Proposal (RFP) is to secure the services of a researcher/evaluator who will be able to work in conjunction with the WVDE to meet project goals and deliver evaluation reports to WVDE and LEAs (Counties). ***Local Education Agency EETT grant recipients will spend funds allocated for evaluation in their grant budgets on the resulting contract from this RFP.***

1.3 RFP Format

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a

statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received and how the evaluation will be conducted.

1.4 Inquiries

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Shelly Murray, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 Vendor Registration

Vendors participating in this process should complete and file a ***Vendor Registration and Disclosure Statement*** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

1.6 Oral Statements and Commitments:

Vendor must clearly 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 Request for Proposal specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 Mandatory Requirements.

The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The Vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately

disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFP shall submit:

One original technical and cost
plus (10) convenience copies to:

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

The outside of the envelope or package(s) should be clearly marked:

Buyer: SM / File 31
Req#: EDD277722
Opening Date: 10/30/2007
Opening Time: 1:30 pm

1.9.4. Best Value Purchasing Standard Format

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 Evaluation Criteria: All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 Proposal Format and Content: Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 Technical Bid Opening: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 Technical Evaluation: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 Cost Bid Opening: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 Cost Evaluation and Resident Vendor Preference: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia Code

§5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request at the time of bid preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. A certificate of application is used to request this preference. A West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 *Contract Approval and Award:* After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by

bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

1.15.2 *Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 *Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 *Schedule of Events:* (Dates to be set upon mutually agreed upon (TBA) after submission and approval of the RFP by Purchasing. Events not required may be deleted.)

Release of the RFP.....	09/21/2007
Vendor's Written Questions Submission Deadline.	10/16/2007
Addendum Issued.....	TBD
Bid Opening Date.....	10/30/2007

1.17 Purchasing Affidavit

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.18 General Terms and Conditions

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.18.1 *Conflict of Interest:*

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.18.2 *Prohibition Against Gratuities:*

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent

upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

1.18.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.18.4 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 the parties to 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 RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.18.5 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 laws.

1.18.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.18.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

1.18.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.18.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.18.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to

provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.18.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.18.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

1.18.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.18.14 Invoices, Progress Payments, & Retainage

The Vendor shall submit invoices, in arrears, to the Agency (LEA or County) at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to the SEA (WVDE) and the LEA (County) with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.18.15 Record Retention (Access & Confidentiality)

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

1.18.16 Exclusive Use

The State shall have full and free use of all materials, products, systems, or any deliverables that are custom developed for the WVDE to meet the requirements of the specifications. As a condition of this contract, the bidder agrees that it shall not utilize any of the custom-developed deliverables in any other project for any other client without the expressed written consent of the West Virginia Department of Education.

1.18.17 Patent and Copyright Protection

The vendor shall defend, at its own expense, the State and its agencies against any claim that any products or services provided under this contract infringes any patent or copyright, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of such claim. To qualify for such defense and/or payment, the State shall: (1) give the vendor prompt written notice of any claim; (2) allow the vendor to control the defense or settlement of the claim; and (3) cooperate with the vendor in a reasonable way to facilitate the defense or settlement of the claim. If any product or service becomes or in the vendor's opinion is likely to become the subject of infringement, the vendor shall at its option and expense: (1) provide the State the right to continue using the product or service; (2) replace or modify the product or service so that it becomes non-infringing; or (3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less any other amounts which are due to the vendor. The vendor's obligation will be void as to any product or service modified by the State to the extent such modification is the cause of the claim unless such modification was authorized by the vendor.

PART 2 OPERATING ENVIRONMENT

2.1 Location

The West Virginia Department of Education is located in the State Capitol Complex, Building 6, 1900 Kanawha Boulevard, East, Charleston, WV 25305-0330. The evaluation services will be provided on a statewide basis to counties/schools implementing EETT grants in the 2007-2008 school year (approximately 19-20 schools located throughout the state).

2.2 Background (Informational)

2.2.1 Enhancing Education Through Technology (EETT) Evaluation Services

The primary goal of the federally funded Enhancing Education Through Technology (EETT) program is to improve student academic achievement through the use of technology in schools. It is also designed to assist every student in crossing the digital divide by ensuring that every student is technologically literate by the end of eighth grade, and to encourage the effective integration of technology with teacher training and curriculum development to establish successful research-based instructional methods.

The West Virginia Department of Education's (WVDE) model for use of EETT funds is the Technology Model Schools program. The Technology Model School (TMS) program is designed so that all teachers and administrators will be proficient in the implementation, use, and integration of technology. The program has proven results in raising student achievement and in increasing use of technology among teachers, administrators and students. (For information on this evaluation study see http://wvde.state.wv.us/evaluation/tech_home.htm). The program's focus is to have a Technology Integration Specialist (TIS) who will provide and/or coordinate appropriate professional development activities for all teachers and administrators in the grant-funded school(s).

Local Education Agencies (Counties) select Technology Integration Specialists (TIS) by following local personnel procedures. Each TIS is a certified teacher with a working knowledge of technology integration. Technology Integration Specialists are required to attend 40 days of professional development of which 30 days are provided by the WVDE. The professional development is designed to provide the TISs with information on statewide initiatives and to develop skills for working with other teachers to model and encourage the integration of technology into curriculum.

Counties must allow time for 40 days of professional development for the TIS and a minimum number of days per week for the TIS to work with teachers (without normal teaching responsibilities). The minimum number of days TIS will be given time to work with teachers must be based on the following scale:

1. Schools with 20 or fewer teachers must have a TIS at least halftime during the school year.
2. Schools with more than 20 teachers must have a TIS full time during the year.

The TISs provide training for teachers and administrators in their schools. This training could include mentoring or team teaching with teachers in their respective classrooms, scheduling or performing hands-on training for appropriate staff members, and/or having teachers observe the TIS modeling technology integration.

Counties and schools are required to develop online, long-range strategic educational technology plans that are consistent with the objectives of the state educational technology plan. The plan

must comply with the requirements of the WVDE and the EETT legislation. The county plans may be accessed online at <http://access.k12.wv.us/techplan/>.

2.2.2 Background Information about the WVDE

There are four levels in the West Virginia public education system: the individual school, the County Board of Education (District or Local Education Agency or LEA), the Regional Education Service Agency (RESA), and the West Virginia Department of Education (WVDE) serving the State Board of Education. Each of these levels works closely together to ensure quality education.

The Office of Instructional Technology implements instructional technology legislation such as EETT and statewide instructional technology initiatives and related policies including *21st Century Tools for 21st Century Schools* (formerly BSCE and SUCCESS), the West Virginia Virtual School, Policy 2460 *Acceptable Use Policy*, K-12 email accounts, Technology Tools CSOs, and K-12 listservs for instructional technology. The Office administers EETT competitive grants and other partnerships such as E-rate, *SAS inSchool*, and *ThinkFinity* (formerly *MarcoPolo*). Finally, the Office coordinates instructional technology resources, such as technology strategic planning, Internet resources and lesson plan sites, Internet filtering, and other infrastructure guidelines.

Eight multi-county RESAs provide educational programs and administrative services to the respective county school systems. All RESAs employ computer technicians who provide direct assistance to schools in the operation and maintenance of computer systems, including the maintenance of computer equipment after warranty. The WVDE and RESAs also assist the 55 county school districts with technology planning and implementation and professional development.

2.2.3 Additional Information about Other WVDE Technology Initiatives

The WVDE, Office of Instructional Technology administers a number of technology programs and initiatives. Information about these programs is available on the web sites shown below. Vendors are encouraged to read about these programs in order to have an understanding of the technology environment in West Virginia schools.

The potential bidder should also review information available on the Department's web site about the following:

- Policy 2520.14 -- 21st Century Learning Skills and Technology Tools Content Standards and Objectives for West Virginia Schools (Effective July 1, 2008)
- Policy 2470 -- Use of Technology by Students and Educators
- Policy 5100 -- Approval of Educational Personnel Programs
- Policy 5500 -- County Professional Staff Development Councils
- Policy 2460 -- Safety and Acceptable Use of the Internet by Students and Educators

<http://access.k12.wv.us>

<http://wvde.state.wv.us>

In addition to these statewide initiatives, many counties and secondary schools have initiated local technology initiatives.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements

Each RFP response should contain the following:

- A. Vendor Profile*
- B. Methodology / Work plan*
- C. Personnel Plan*
- D. Qualifications*
- E. Project Schedule*

The terms “**must**,” “**will**,” “**shall**,” denote a **MANDATORY** item that **must** be provided by the bidder as part of the proposal. The terms “**should**,” and “**may**” denote a **DESIRABLE** item that the bidder **should** provide as part of the proposal. Bidders are encouraged to reply in writing to all specifications. Simply responding ‘MET’ may not be considered an adequate response (see Section 1.8.1).

If there are costs associated with any specification, the bidder **must** identify them on the cost sheets in the **cost proposal only** and **NOT** in the written technical proposal. Inclusion of cost information in the written technical proposal may result in disqualification of the bidder’s proposal from further consideration.

3.2 Scope of Work

Informational: It is the goal of this Request for Proposals (RFP) to identify a researcher/evaluator to develop/utilize surveys and administer instruments, conduct site visits and interviews, collect baseline project data, implement formative and summative data collection processes, conduct archival/document reviews and analyze data to focus on the four areas (1) integrating technology into curricula and instruction (2) increasing the ability of teachers to teach in a 21st century learning environment (3) enabling students to meet challenging State standards; and (4) helping teachers and administrators achieve National Educational Technology Standards for Teachers and for Administrators (NETS-T and NETS-A). By addressing these areas, it is expected that the researcher evaluator should be able to gauge whether the state and federal goals have been met. The goals of the program are to improve student academic achievement through the use of technology in schools, assist every student in crossing the digital divide by ensuring that every student is technologically literate by the end of eighth grade, and to encourage the effective integration of technology with teacher training and curriculum development to establish successful research-based instructional methods.

Local Education Agencies (Counties) and identified schools receiving EETT competitive grants for implementation in the 2007-2008 are as follows:

LEA (County)	School	Total schools per LEA (County)
Cabell	Highlawn ES and Spring Hill ES	2
Fayette	Mt. Hope MS	1
Gilmer	Sandy Fork ES and Troy ES	2
Greenbrier	Eastern Greenbrier MS and Western Greenbrier MS	2
Kanawha	Glenwood ES and JE Robins	2
Marion	East Park ES	1
Monongalia	Mylan Park ES and Skyview ES	2
Raleigh	Liberty HS	1

Upshur	Buckhannon Upshur MS	1
Wayne	Vinson Middle School	1
Wirt	Wirt Co. Primary Center and Wirt County Middle School	2
Wood	Emerson ES and McKinley ES	2
	Total	19

(See Appendix C for map.)

3.2.A Vendor Profile

3.2.A.1 The profile **should** include the Vendor's legal name; address and telephone number; home office location; date established; ownership (such as public firm, partnership or subsidiary); and firm leadership (such as corporate officers and owners).

3.2.A.2 The profile **should** include an executive summary of the solution the Vendor plans to provide.

3.2.B Methodology / Work Plan

3.2.B.1 Vendor **must** describe the approach, methods and specific work steps for conducting this evaluation and producing the deliverables.

3.2.B.2 Vendor description of the approach, methods and specific work steps for conducting this evaluation and producing the deliverables **should** demonstrate a thorough understanding of the nature of the TMS program and what the Vendor proposes to successfully complete this project.

3.2.B.3 Vendor **should** describe the process for development (or provide proven valid and reliable instruments) of surveys to be administered to principals, teachers and students in TMS as a pre- and post- activity. Vendor **should** describe how these surveys will be communicated to the counties, schools and to the West Virginia Department of Education (WVDE).

3.2.B.4 Vendor **should** describe the process for collaborating with WVDE and LEA staff to revise survey text and post teacher, principal and student surveys on the WVDE server for electronic data entry.

3.2.B.5 Vendor **should** describe the process to analyze data from both pre- and post- online surveys (principal, teacher, and student).

3.2.B.6 Vendor **should** describe the observational data form to be used for collection of data during onsite reviews.

3.2.B.7 Vendor **should** describe the process for conducting onsite observations during four onsite visits (one visit in each nine-week period with a minimum of two of the onsite visits performed by the principal researcher/evaluator) to each TMS.

3.2.B.8 Vendor **should** describe the process for conducting additional visits as appropriate to meet project goals.

3.2.B.9 Vendor **should** describe the validated instrument and the process of conducting interviews with principals, teachers and students at TMS as appropriate to meet project goals.

3.2.B.10 Vendor **should** describe the process of analyzing student achievement data (statewide assessment data from 2005, 2006, and 2007 for students in grades 3 and higher-provided by WVDE) both statewide and for each TMS.

3.2.B.11 Vendor **should** describe the process of developing a rubric to be used for synthesizing multiple data elements reflecting activities and outcomes, and for utilizing the rubric to determine

effectiveness of (1) integrating technology into curricula and instruction (2) increasing the ability of teachers to teach in a 21st century learning environment (3) enabling students to meet challenging State standards as demonstrated by WESTEST scores; and (4) helping teachers and administrators achieve National Educational Technology Standards for Teachers and for Administrators (NETS-T and NETS-A) for each TMS within a final report.

3.2.B.12 Vendor **should** describe the process for preparing draft and final reports of findings from surveys, observational data and achievement data analyses (incorporating WVDE and LEA feedback on final). Vendor **should** describe the format of reports of findings.

3.2.B.13 Vendor **should** describe the process for reporting status of each Technology Model School in the TMS program in report.

3.2.B.14 Vendor **should** describe the process for recommending improvement and changes to WVDE's TMS model based upon qualitative and quantitative data in report.

3.2.B.15 Vendor **should** describe any additional innovative or creative processes or data collection methods that the vendor/evaluator would implement in the evaluation process of TMS.

3.2.B.16 Vendor **should** be willing to provide hourly consultation services from Principal Investigator.

3.2.C Personnel Plan

3.2.C.1 Vendor **must** demonstrate that the Vendor would be prepared to undertake and successfully complete the required tasks within the school calendar year (August-July).

3.2.C.2 Vendor **should** clearly and specifically identify personnel assignments and the number of hours by individual for each task.

3.2.C.3 Vendor **should** provide a staffing plan that identifies all personnel required to complete each task in the Project.

3.2.C.4 Vendor **should** provide each assigned Vendor staff member's Corporate Vitae or short bio that **should** demonstrate educational and experience qualifications in research and evaluation.

3.2.C.5 Vendor **should** provide the staffing plan in a table (spreadsheet format).

3.2.C.6 Vendor **should** list each assigned Vendor staff member's position title.

3.2.D Qualifications

Because of the urgency for WVDE to gather information, bidders **must** have a successful track record of evaluating EETT grant projects and **must** provide verifiable documentation of such within their quote.

3.2.D.1 Vendor **must** submit evidence of participation as a principal researcher/evaluator on National Federal Evaluation projects for EETT known as **ESETP** (Evaluating State Educational Technology Program) evaluation projects.

3.2.D.2 Vendor **should** submit evidence of successful completion of at least two prior states or large city schools evaluation projects performed on a similar scale to the West Virginia project, as described in the scope of work above.

3.2.D.3 Vendor **should** submit evidence of educational qualifications at a minimum of a doctorate for principal researcher/evaluator.

3.2.D.4 Vendor **should** submit evidence of documented experience in educational research and evaluation.

3.2.E Project Schedule

3.2.E.1 Vendor **must** provide project schedules for proposed deliverables/milestones

3.2.E.2 Vendor **should** give dates for when the deliverable(s)/milestones will be completed.

3.2.E.3 Vendor **should** provide detailed explanation of proposed design elements, methods and units of measure to specific goals and objectives identified above in a format that identifies milestones, timelines, task objectives and anticipated deliverables for each sub-project or TMS.

3.2.E.4 Vendor **should** also identify and describe all risk factors associated with the forecasted milestone schedule.

3.2.F Payment

- Payment will be made for the actual costs as shown in the vendor's cost proposal upon acceptance of the milestones and/or deliverables by the LEA (County).
- The successful bidder's invoice is to be an itemized bill. Invoices for payment, submitted on approved invoice forms, shall be submitted to the LEA (County) with a copy sent to WVDE.
- The successful bidder may bill the LEA (County) at the time of acceptance of each milestone/deliverable. Payments are predicated upon successful completion and written acceptance by the LEA (County) of the described milestone/deliverables. Progress payments, based upon approved milestones within each deliverable, will be allowed as specified in the final contract. If the bidder expects progress payments for such milestones, the bidder should propose the milestones and payment schedule as part of bidder's cost proposal. The State reserves the right to approve or disapprove the break down of milestones and associated payments. Payments will be made to the vendor after written acceptance of the payment milestone.
- The vendor will submit a signed Project Reporting Worksheet to the WVDE and respective LEA at the completion of each milestone and/or deliverable. This Worksheet shall identify: the milestone/deliverable with reference to the Project Plan, the date the milestone/deliverable was completed/delivered and a brief description of the milestone/deliverable. If it is ascertained that the milestone/deliverable is complete and/or the milestone/deliverable meets the requirements, the LEA (County) will sign the Project Reporting Worksheet and return a copy to the vendor. If the LEA (County) has a problem with the information provided on the Worksheet or does not agree that a milestone/deliverable is complete and/or the milestone/deliverable meets the requirement, the Worksheet will be returned unsigned with an explanation and the remedy required. If necessary, the WVDE will mediate any disagreements.
- The amount of payment will be determined in the following manner:
 - Ninety percent (90%) of the allowable milestone payment or deliverable payment will be made after written acceptance by the LEA (County) of the milestone or deliverable. Ten percent (10%) will be withheld from the payment for that milestone or deliverable.
 - The retained amount from each of the milestone or deliverable payments will be held by the LEA (County) until after written acceptance of the final project deliverable.
- No invoices will be processed for payment until approved by the LEA (County).
- The charges described in the bidder's cost proposal and in any contract resulting from this RFP are the only charges to be levied by the vendor for the services it performs as part of the contract.
- In the event that the actual costs for a deliverable are LESS THAN the costs shown in the bidder's cost proposal, the bidder will be expected to bill the LEA (County) for the actual

costs. However, the bidder cannot bill the LEA (County) for any charges in excess of the costs shown in the bidder's cost proposal.

- The successful bidder to this RFP may not charge the LEA (County) for any costs not identified in the bidder's cost proposal and may not increase costs for any item.

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format

The information below outlines the format the bidder **should** follow in arranging the proposal. The proposal **should** be formatted in the same order and provide the information listed below. This part of the RFP specifies the information that **should** be included and describes the criteria that the evaluation committee will use in comparing bidder proposals and awarding points.

For your convenience, the WVDE will post a copy of the RFP sections to the <http://access.k12.wv.us> web page for bidders to use in preparing their responses. In any discrepancies between the hard copy and the copy posted to the website, the hard copy shall prevail. The RFP is in *Microsoft Office* format.

Bidders are required to submit two separate proposals, described below, in response to this RFP:

1. Written technical proposal
2. Cost proposal

4.1.1 Written Technical Proposal Format

The information below outlines the format the bidder **should** follow in arranging the written technical proposal. The proposal **should** be formatted in the same order and provide the information listed below.

Title Page – Appendix A

The bidder's technical proposal **should** have a title page with the following information:

- RFP Subject and number
- Vendor name
- Vendor's business address
- Vendor's telephone number
- Name of authorized contact person to speak on behalf of the Vendor
- Contact name for proposal clarification
- Date
- Signature

Responses to Sections 3.2 -

The written technical proposal **should** be provided in a binder. The bidder's proposal should be formatted to include the responses to the proposal components under separate and clearly labeled sections in the written technical proposal. The pages of the proposal **should** be numbered consecutively throughout the response (rather than within each section). However, bidders are encouraged to include page footers or headers indicating the section to which the responses on the page refer.

The bidder's proposal **shall** be submitted in hard copy.

Bidders are discouraged from submitting advertising literature, unless they contain information directly related to the proposal response and there is a specific reference in the response to the page number(s) where relevant sections are to be found. Proposals **should** be prepared simply and economically, providing a straightforward, concise description of the bidder's capability to satisfy the RFP requirements. Special bindings, color displays, promotional materials, etc., are not desired. Emphasis **should** be on completeness and clarity of content.

In preparing a response, the bidder **should** first restate the specification, and then include the bidder's response.

In the written technical proposal, the bidder **should** respond to RFP specifications with relevant discussion, thoroughly describing the means proposed to satisfy the needs identified under each component.

4.1.2 Cost Proposal Format

The information below outlines the format the bidder **should** follow in arranging the cost proposal. The proposal **should** be formatted in the same order and provide the information listed below.

Remember that all cost information must be included in the Bidder's COST proposal and is NOT to be included in the written technical proposal. Inclusion of cost information in the written technical proposal may result in disqualification of the bidder's proposal from further consideration.

The cost proposal **must** comply with the requirements presented in this section and throughout the RFP. The state reserves the right to review all aspects of the cost proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry norms.

- Related travel, telephone and other ancillary costs **must** be incorporated as an integral component into the vendor's fee. Such costs will not be reimbursed separately and are the sole responsibility of the vendor.
- The costs quoted in the vendor's proposal **must** remain firm and are not subject to any price increases during the initial contract period. The successful vendor will pass on any price reduction announced. The vendor's proposal will be evaluated as it is upon submission (proposal due date and time).

Cost Sheets (Appendix B)

ALL costs associated with this procurement **must** be listed on the Cost Sheet(s) supplied in Appendix B of this RFP. The cost tables are to show the straight purchase costs stated in firm dollar amounts. Indicating additional costs by the use of phrases such as "plus expenses" or "costs to be determined" is not acceptable and shall be deemed as non-responsive.

All items and costs are to adhere to the RFP specifications and to the items proposed in the bidder's proposal response.

4.2 Evaluation Process

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

4.3 **Evaluation Criteria:** The following are the evaluation factors and maximum points possible for technical point scores:

The chart below shows the points possible for each component during the evaluation phases (written technical proposals and cost proposals).

Component	Total Points Possible
A. Vendor Profile (Section 3.2.A)	5
B. Methodology/Work Plan (Section 3.2.B)	25
C. Personnel Plan (Section 3.2.C)	15
D. Qualifications (Section 3.2.D)	15
E. Project Schedule (Section 3.2.E)	10
Subtotals	70
Cost	30
Total	100

Each cost proposal cost will be scored by use of the following formula for all vendors who attained the Minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 4.3. The minimum qualifying score on the technical portion is 49 points. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

Appendix A - Proposal Title Page
(Written Technical Proposal)

<i>RFP Subject and Number:</i>
<i>Vendor Business Address and Telephone Number:</i>
<i>Name and Title of Person Authorized to Speak on Behalf of the Vendor:</i>
<i>Names, email addresses, telephone numbers, fax numbers for bidder personnel to be contacted for proposal clarification purposes:</i>
<i>Signature of Person Authorized to Obligate the Organization to this Proposal:</i>
<i>Date:</i>

*Note: A completed Proposal Title Page **should** be included with the bidder's written technical proposal.*

Appendix B - Costs

(Cost Proposal)

(Any deliverable or service necessary for implementation of bidder's response)

If the bidder expects progress payments for milestones within the deliverables below, the bidder should include the milestones and payment schedule as part of bidder's cost proposal as an attachment to this cost sheet. The cost of the milestones must sum to the total of the related deliverable. The State reserves the right to approve or disapprove the break down of milestones and associated payments. Related travel, telephone and other ancillary costs must be incorporated as an integral component into the vendor's fee. Such costs will not be reimbursed separately and are the sole responsibility of the vendor.

Deliverable	Description	Unit Cost (except for consultation deliverable use school as pricing unit)	Times quantity required for implementation of bidder's response	Total Cost per Technology Model School
Surveys	Includes development and administration of pre- and post- online surveys (for principals, teachers and students) including revisions, data collection, analysis and reporting to SEA, LEA and Technology Model School	Per school		\$ _____
Site Visit	Includes development and application during site visit of onsite Observational Data Form including revisions, data collection, analysis and reporting to SEA, LEA and Technology Model School	Per school \$ _____	X 2 visits	\$ _____
Site Visit by Principal Investigator	Includes development and application during site visit by Principal Investigator of onsite Observational Data Form including revisions, data collection, analysis and reporting to SEA, LEA and Technology Model School	Per school \$ _____	X 2 visits	\$ _____
Additional Site Visit	Additional site visits per school as appropriate to meet project goals and as described in bidder's written technical evaluation	Per school \$ _____	X 2 visits	\$ _____
Interviews	Includes process of conducting and reporting on interviews using validated instrument with principal, statistically valid number of teachers and statistically valid number of students at Technology Model School	Per school		\$ _____
Collection and Analysis of Student Achievement Data	Includes process of analyzing student achievement data (statewide assessment data from three years for students in grades 3 and higher as provided by WVDE) for Technology Model School and including data analysis in statewide analysis	Per school		\$ _____

Deliverable	Description	Unit Cost (except for consultation deliverable use school as pricing unit)	Times quantity required for bidder's response	Total Cost per Technology Model School
Development and Application of Rubric to Synthesize data elements	Includes process of developing and applying rubric for synthesizing multiple data elements reflecting activities and outcomes to determine effectiveness of (1) integrating technology into curricula and instruction (2) increasing the ability of teachers to teach in a 21st century learning environment (3) enabling students to meet challenging State standards as demonstrated by WESTEST scores; and (4) helping teachers and administrators achieve National Educational Technology Standards for Teachers and for Administrators (NETS-T and NETS-A)	Per school		\$ _____
Reports	Includes process for preparing and delivering draft and final reports of findings incorporating SEA and LEA feedback on final reports	Per school \$ _____	X 4 reports	\$ _____
Consultation	Any additional consultation from Principal Investigator required to deliver vendor's response	Per hour \$ _____	X 10 hours	\$ _____
	Total Cost per Technology Model School (sum of all costs detailed above)			\$ _____

Vendors must realize that quantities, when provided, are estimates and will be used in the evaluation of the RFP. However, it is the intent of the RFP that this contract be awarded as an open-ended contract. The actual quantities needed is anticipated to fluctuate and unknown at this time. The vendor's rate will be established as a result of this award, but the quantity of items needed will be considered open-ended, to be authorized in advance by the WVDE. Any cost associated with the bidder's proposal not listed by the bidder will be the bidder's responsibility.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 owed 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 exceed 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: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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: _____

Authorized Signature: _____ Date: _____