



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
EDD292489

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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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
05/19/2008				

BID OPENING DATE: 06/03/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS QUESTIONS/CONCERNS RAISED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 05/14/2008.						
ATTACHMENT: QUESTIONS AND RESPONSES						
THE BID OPENING DATE IS CHANGED:						
FROM: 05/28/2008						
TO : 06/03/2008						
0001	1	EA		924-10		
CONSULTING, EDUCATIONAL						
EXHIBIT 10						
REQUISITION NO.: EDD292489						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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 may be deemed null and void, and 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
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RFQ COPY

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VENDOR

SHIP TO

DEPARTMENT OF EDUCATION

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 1					
	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>REV. 11/96</p> <p>----- END OF ADDENDUM NO. 1 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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EDD292489
Addendum No. 1

Question:

The first question deals with the intent of the study. The study states that purpose of the study is "to provide for the basis of establishing criteria for identifying students for whom an alternate assessment based on modified academic achievement standards (AA:MAAS) would be a better measure of progress."

We assume the selected contractor will provide a study that informs WVDE decisions as they (WVDE) establish criteria and that the establishing of such criteria will be the responsibility of WVDE. Am I correct in saying that it will not be the intent of the study to establish the criteria, but rather to provide information that informs WVDE in their endeavor to establish these criteria?

Response:

Yes.

Question:

What type of access will the selected contractor have to WESTEST (2005-2007) and APTA (2006-2007) data? More specifically, will the selected contractor have the option to query WVDE for needed testing information and/or will the selected contractor be given access to a data base of state assessment data? Following this thought, should the selected contractor be given access to the public data base for testing, will the selected contractor have information for subgroups of students that are not required to be reported by the state, e.g. subgroups of students of less than 10 that are not required to be publically reported?

Response:

The contractor will not have access to WVEIS. The WVDE will provide the contractor a file in Microsoft Excel with all tested individual's student information to be used only for purposes of this study. The contractor will be required to follow procedures to maintain confidentiality of personally identifiable information as required by the Family Educational Rights and Privacy Act (FERPA). Because all student data (including subgroups of less than 10) will be provided to the successful bidder, information will not have to be obtained via the public data base.

Question:

What access of the WV Educational Information System (WVEIS) will be made available to the selected vendor? The RFQ states that personally identifiable

information such as location, demographics, disability status, learning characteristics, and progress be studied. Can it be verified that WV will provide access to such information and can the method for that access be described?

Response:

See Question 2. The file described above will contain all tested individual student's data including, the district, school, grade level, disability status (yes or no) disability category, socioeconomic status, race/ethnicity, testing accommodations, scaled score and proficiency level for reading, mathematics, science and social studies. As stated in question 2 above, the method of access will be that the data will be distributed to the successful bidder by the WVDE in an Excel file. WVDE can attest to the bidder that the data has been made available, but there will be no way to verify access other than through the vendor's acceptance of the Excel data.

Question:

One of the contractor responsibilities states "Produce a written report of the study methodology and results and guidance for assessment modifications and decision-making." Does the phrase "guidance for assessment modifications and decision making" mean that the selected contractor will provide as part of the report what testing modifications that would be most appropriate for the population of students studied? Could WV Department of Education elaborate on what type of guidance is intended from this study and whether or not this guidance is expected to be inferred from the data collected as described in the RFQ? This answer will allow us to judge whether our potentially proposed design will provide data needed in order to make these types of recommendations.

Response:

The guidance would be inferred from the data collected and should address: 1) features of an alternate assessment on modified academic achievement standards that should be considered when such an assessment is developed for West Virginia, based on data collected on the students within study, and 2) specific information the Individualized Education Program (IEP) team would need to make informed decisions when selecting the appropriate assessment for a student among the three types of assessment that would be available (i.e., alternate assessment on alternate academic achievement standards (APTA), alternate assessment on modified academic achievement standards (not yet developed) and state assessment on grade-level achievement standards (WESTEST)). Examples of features (or "changes" when viewed in relation to WESTEST) to assessments include simplifying the language of test questions or reducing the number of distracters within multiple choice questions. Features of a proposed assessment that would differ from WESTEST should be supported by student needs as demonstrated, to the extent possible, by the data collected and analyzed in this study.

Question:

The RFQ states that the selected contractor will "conduct a study to determine the characteristics of students with disabilities for whom the current methods of state assessment do not yield an adequate measure of progress..." We make the assumption that the selected contractor will determine the characteristics of said student group, but that WVDE will make the determination as to the whether or not the current methods of state assessment yield an adequate measure of progress. We understand that the selected contractor is not being asked to report to the appropriateness of the current assessment(s) in place in WV for the identified group of students in the study. Can this be verified?

Response:

Yes. The contractor would analyze the test data to describe student progress. Depending on the design of the study, the contractor could ascertain by examining scores and comparing to teacher reports whether the students' made progress year to year. Based on this data, WVDE would determine whether the progress and/or the current assessments are adequate and appropriate.

Question:

Will the contractor be provided with the statewide database for APTA and WESTEST test data for the specified years (2005 thru 2007)? Will the database include individual student data?

Response:

The contractor will be provided individual student test data, which includes 2005, 2006 and 2007 for the WESTEST and 2006 and 2007 for the APTA. (See also Questions 2 and 3)

Question:

Currently, what proportion of WV students with IEPs take the APTA? What proportion take the WESTEST?

Response:

Approximately 20,849 students took WESTEST and 1717 took APTA in 2007.

Question:

What is the term of the contract? The scope of work section indicates ~ 6 months; while Page 3 indicates that it is 1-year.

Response:

A report is expected December 2008, which would suggest a term of about six months. However, contracts are typically issued by the Purchasing Division with terms in one year increments. While the contract will most likely be awarded with a one year term, the vendor, may request payment upon the successful completion of all deliverables outlined in the contract.

Question:

Are other doctoral qualifications acceptable (Curriculum and Instruction, Education Leadership, Special Education) if the consultants' resumes document extensive experience and expertise in research, evaluation and design; and if references of exemplary work are provided?

Response:

No, the requirements as set forth by the RFQ are mandatory. No qualitative information (only cost) may be evaluated in the RFQ process.