



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
EDD318499

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/08/2009				

BID OPENING DATE: 08/06/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		924-10		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF EDUCATION, IS SOLICITING BIDS FROM A FIRM WHO CAN REFORMAT REPORTS FROM RAW TESTING DATA FROM THE STATEWIDE ASSESSMENT PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 7/20/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING AND IN ANY FORMAT.</p> <p>CONSULTING, EDUCATIONAL</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

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<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</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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**4**

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**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 <b>07/08/2009</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **08/06/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				RFQ. NO. : <b>EDD318499</b>		
				BID OPENING DATE: <b>08/06/2009</b>		
				BID OPENING TIME: <b>1:30 PM</b>		
				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 EDD318499 ***** TOTAL:		

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## PROCUREMENT SPECIFICATIONS

### Operating Environment

The West Virginia Department of Education is located in Building 6, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. The Office of Assessment, Accountability & Research is responsible for overseeing the administration of statewide assessments to all students in West Virginia.

### General Requirements:

The purpose of the Request for Quotation (RFQ) is to seek bids from vendors qualified to provide, as per federal requirements, Excel-based data inputs (flat output data file supplied by the research department of a major national testing vendor) as basis to generate an Electronic Report File for the APTA 2009 Mathematics, Reading/Language Arts and Science administration, by the merge of data with other external data sets as needed, and deliver customized APTA data into report templates at the student, school, county, and state levels.

The vendor must provide the integration of science data with mathematics and reading language arts to produce reports with same format as general state assessment. (Sample Report enclosed) Reports must be sorted and bundled by county and provide customization of the total enrollment data merge. The WVDE requires that the vendor must find omissions, inconsistencies with the punctuation/text in the descriptors and make corrections and identify areas of corrections to the source text.

WVDE requires that Performance Level Descriptors must be combined within the reports and that repeated text combines the three standards into one amalgamated paragraph per grade/performance level and that the combined text is placed into appropriate templates. Vendor must include version stamp on each description used for student reports and provide PDFs of each report. The vendor must have the ability to merge files from multiple data sources and have scripted quality control measures to synchronize the text with the technical report.

### Vendor Qualifications:

The vendor must provide the following. It is preferred that this information be submitted with the bid, however, it must be submitted within 24 hours of request.

- Must provide verification of experience working with large scale testing vendor in data formatting for report generation in the last three years
- Be able to respond to the WVDE's request for corrections/requests for changes on a multiple daily basis
- Provide proof of completion of reports on a similar scale in the past three years
- Provide list of work experience in generating report files based on demographic and statistical data in the last three years

### Scope of the Work (Future Deliverables):

Future deliverables which the vendor is required to meet upon reward of the contract include transforming of raw data for the purposes of intricacies of NCLB reporting from scanned

data and the WVEIS enrollment files. The vendor must be familiar with data formatting utilized by large scale testing vendors, and a proven history of preparing state, county, school, student reports for statewide assessments. The vendor must be able to make corrections/requests for changes in a turnaround time as needed by the Office of Assessment and Accountability. The process must be built to allow WVDE to print documents in-house and prepare them for final delivery with minimal sorting and shuffling. After the award, the successful vendor will be required to provide clearly articulated data that provides the following information:

- a. Individual Student report (by student)
- b. Confidential Roster Report (by school, grade)
- c. School Report (by grade, content area)
- d. County Report (by grade, content area)
- e. State Report (by grade, content area)
- f. Reports generated using a proprietary MS Office inter-op software application
- g. Standard MS Office suite must be supplied in PDFs via SSL encrypted channel to ensure timely and secure delivery

The vendor must complete the process to generate a file that provides APTA assessment reports in an electronic format that aggregates data as follows:

- a. Statistical data provided has to maintain the same appearance as report templates of the 2008 APTA reports
- b. Combine Performance Level Descriptors within the reports and repeat text to combine the three standards into one amalgamated paragraph per grade/performance level
- c. Place the combined text into the appropriate templates
- d. Include version stamp on each description used for student reports and provide PDFs of each report
- e. Merge files from multiple data sources and have scripted quality control measures to synchronize the text with the technical report
- f. Statistical data provided has the same visual appearance as other WVMAP assessment reports (WESTEST 2)
- g. Report generation/data processing, template layout and PDF generation software to enable secure electronic delivery of all final reports sorted and bundled by county
- h. Deliver data report file to WVDE for printing purposes
- i. Corrections made to the final report documents throughout the contract time period on multiple daily basis by vendor in order to meet report delivery timelines
- j. Submit sample of 1% student report that is formatted to state general assessment for mathematics and reading/language arts that vendor has completed for another state assessment (Sample Attached)
- k. The successful vendor generates a clean, final report file and delivers to WVDE, within 5 days of delivery of data.

#### **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 RFQ for expenses to prepare, deliver the bid, or to attend any meetings.

**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.

Fixed firm price for the Electronic Report File as described in this document that includes all deliverables. The *Report File* is due on July 27, 2009. The contract will be in effect for one (1) year with the possibility of two (2) one (1) year renewals. After submission of the *Final Reports*, there will be a twelve-month period for any necessary refinement.

The projected costs for the **electronic report file** for all three content areas (i.e. costs shall be inclusive and not by individual subject area) are as follows:

Consultant fee	\$ _____
Preparations for the study	\$ _____
Data analysis and report writing	\$ _____
Normals, including printing, mailing	\$ _____
<b>Total Annual Cost</b> (for completed report file)	\$ _____

Cost shall be all-inclusive. No separate reimbursement will be made for any travel, overhead or incidental expenses, incurring costs, etc. Payment shall only be authorized upon delivery and subsequent Invoice from vendor.



# APTA

## Alternate Performance Task Assessment

Confidential

### Summary Report

Grade: 3

#### Purpose

APTA is an alternate assessment that measures student achievement of the extended West Virginia Content Standards and Objectives. This report summarizes student performance on APTA, the alternate version of WESTEST.

WEST VIRGINIA  
DEPARTMENT OF EDUCATION



Form/Level: A-3

Page 1

# SAMPLE REPORT

Mathematics	Number of Students Enrolled*	Number of Students Tested	Performance Levels						Grade Level Mastery Data							
			Above Mastery		Mastery		Partial Mastery		Novice		At or Above Mastery		Below Mastery		Mean Raw Score	
			N	%	N	%	N	%	N	%	N	%	N	%		
WEST VIRGINIA	20068	259	120	46	68	26	68	26	3	1	188	73	71	27	75	
Gender																
Female	9849	83	33	40	27	33	21	25	2	2	60	72	23	28	73	
Male	10219	176	87	49	41	23	47	27	1	1	128	73	48	27	76	
Race/Ethnicity																
Asian/Pacific Islander	158	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Black	1142	20	7	35	7	35	6	30	0	0	14	70	6	30	71	
Hispanic	187	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian	20	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
White (not Hispanic)	18561	237	113	48	61	26	60	25	3	1	174	73	63	27	75	
Other	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
LEP Students	222	5	1	20	2	40	2	40	0	0	3	60	2	40	70	
SES Students	11946	47	21	45	11	23	14	30	1	2	32	68	15	32	73	

Mathematics Content Standards	Performance by Content Standard	
	Number of Students Tested	Mean % Correct
1. Number and Operations	259	82
2. Algebra	259	79
3. Geometry	259	77
4. Measurement	259	64
5. Data Analysis and Probability	259	87

Note: Adding all of the percents for a group will equal between 91-101% due to rounding.

This is the summary report of the total number of students tested, not the accountability report.

\* Provided for comparison only. Enrollment data may reflect minor changes that occurred during the APTA testing window.

\*\*\* Student count for this subgroup is lower than 10.

Definition of Mean % Correct: the Mean % Correct represents the points earned by the student divided by the number of points possible.

**APTA**  
**Alternate Performance**  
**Task Assessment**  
**Confidential**  
**Summary Report**

Grade: 3

**Purpose**  
 APTA is an alternate assessment that measures student achievement of the extended West Virginia Content Standards and Objectives. This report summarizes student performance on APTA, the alternate version of WESTEST.

**WEST VIRGINIA**  
**DEPARTMENT OF EDUCATION**



Form/Level: A-3

Page 1

	Reading/Language Arts			Performance Levels						Grade Level Mastery Data			Mean Raw Score
	Number of Students Enrolled*	Number of Students Tested	Above Mastery	Mastery	Partial Mastery	Novice	At or Above Mastery	Below Mastery	N	%	N	%	
WEST VIRGINIA	20068	259	105 (41%)	82 (32%)	68 (26%)	4 (2%)	187 (72%)	72 (28%)	187	72	72	28	65
<b>Gender</b>													
Female	9849	83	32 (39%)	25 (30%)	24 (29%)	2 (2%)	57 (69%)	26 (31%)	57	69	26	31	64
Male	10219	176	73 (41%)	57 (32%)	44 (25%)	2 (1%)	130 (74%)	46 (26%)	130	74	46	26	66
<b>Race/Ethnicity</b>													
Asian/Pacific Islander	158	0	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0	0	0	0	0
Black	1142	20	5 (25%)	9 (45%)	6 (30%)	0 (0%)	14 (70%)	6 (30%)	14	70	6	30	64
Hispanic	187	0	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0	0	0	0	0
American Indian	20	***	***	***	***	***	***	***	***	***	***	***	***
White (not Hispanic)	18561	237	100 (42%)	73 (31%)	60 (25%)	4 (2%)	173 (73%)	64 (27%)	173	73	64	27	65
Other	***	***	***	***	***	***	***	***	***	***	***	***	***
<b>LEP Students</b>	222	5	2 (40%)	2 (40%)	1 (20%)	0 (0%)	4 (80%)	1 (20%)	4	80	1	20	67
<b>SES Students</b>	11946	47	14 (30%)	22 (47%)	10 (21%)	1 (2%)	36 (77%)	11 (23%)	36	77	11	23	66

Reading/Language Arts Content Standards	Performance by Content Standard	
	Number of Students Tested	Mean % Correct
1. Reading	259	84
2. Writing	259	81
3. Listening, Speaking, and Viewing	259	80

Note: Adding all of the percents for a group will equal between 91-101% due to rounding.  
 This is the summary report of the total number of students tested, not the accountability report.  
 \* Provided for comparison only. Enrollment data may reflect minor changes that occurred during the APTA testing window.  
 \*\*\* Student count for this subgroup is lower than 10.  
 Definition of Mean % Correct: the Mean % Correct represents the points earned by the student divided by the number of points possible.

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, 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*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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,**  
 Bidder is a partnership, association or corporation resident vendor and 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 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,**  
 Bidder is a 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; **or,**
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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; **or,**
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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 Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

**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.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**VENDOR OWING A DEBT TO THE STATE:**

**West Virginia Code** §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_