



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
EDD370596

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
03/27/2012				

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 03/19/2012.						
BID OPENING DATE IS EXTENDED						
FROM: 04/05/2012						
TO : 04/10/2012						
0001	1	LS	924-10	SPECIALIZED EDUCATION SERVICES		
EXHIBIT 10						
REQUISITION NO.:						
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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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	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>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>----- END OF ADDENDUM NO. 1 -----</p>						

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SIGNATURE	TELEPHONE	DATE	
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Addendum No. 1

1Q.	Is one hard copy of the submission sufficient?
1A.	Yes
2Q.	Please explain what types of cost are allowed under "License Fee" (page 9)
2A.	License fee would apply to software license, if any, specific software needed to complete the survey data analysis.
3Q.	Is there flexibility in the timeline? The RFP states that mailing should occur on or before May 15. However, depending on the date of award, surveys may not be ready to be mailed by that time due to the time required for printing and design.
3A.	Timelines were designed to facilitate collecting surveys while school is in session, due to parents sometimes needing assistance. However, adjustments in accordance with the award date of the contract will be made.
4Q.	Is WV DOE considering any changes to the survey questions as suggested by the activities listed under the "sample design" project component? (page 9)
4A.	No. Additional Option/Sample Design would apply only in the event that the U.S. Department of Education makes changes to the State Performance Plan survey requirements
5Q.	For budgeting purposes could you tell us of the number or percent of follow-up notices required in the past 3 administrations?
5A.	Follow-up notices were not previously required, but have been added due to low survey returns. Based on previous return percentages, approximately 85% will need follow-up.
6Q.	On the Vendor Preference Certificate, Criteria 2 says that "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..." Please clarify what is meant by a "resident vendor." Specifically, if a company is headquartered in another state but has an office in West Virginia, is it considered a "resident vendor"?
6A.	Yes, as long as the vendor's company headquarters is in another state, but have offices in West Virginia and at least 75% of the employees working on the project are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid.
7Q.	Please provide details on how submitted proposals will be scored.
7A.	The award shall be based on the lowest bid meeting specifications.
8Q.	The RFQ states that up to 15,000 surveys will be distributed. Can you provide an estimate of the split between Preschool (619) and Parent (Part B K-12) surveys? In other words, how many of each survey will be distributed (e.g., 2,000 Preschool and 13,000 Parent)?
8A.	Preschool children ages 3-5 comprise approximately 12% of the total, so 2,000 preschool parent surveys and 13,000 IDEA Part B parent surveys is a reasonable estimate. Each survey contains 25 questions.

9Q.	Based on previous survey years, can you provide an estimate of how many surveys are distributed in the follow-up mailing? If possible, it would be helpful to know how many of each of the two surveys
9A.	Follow-up mailings have not been conducted previously, however, the highest return rate in past years was 14%.
10Q.	Are all LEAs sampled each year? How many LEAs would be reported on annually?
10A.	No, only a portion of LEA's are sampled each year. The sample includes LEA's in small, medium and large enrollment categories. Nineteen LEAs would represent one third of the total. A maximum of 19 LEAs and 15,000 surveys would be included.
11Q.	On page 3 of the RFQ, a Visa purchasing card is mentioned. Our company does not accept credit cards. Does this matter? Can we be paid by check or direct deposit into our bank account?
11A.	The successful vendor must accept the State of West Virginia Visa Purchasing Card.
12Q.	Under the page on costing (page 9), there are lines for License Fee and Additional Option/Sample Design. Could you provide more detail about these two line items?
12A.	License fee would apply to survey-specific software needed, if any. Additional Option Sample Design would apply only in the event that the U.S. Department of Education makes changes to the State Performance Plan survey requirements
13Q.	Our references are from State Education Agencies (SEA's) that do not permit their staff to make references. We can certainly cite the states where we have worked in this capacity and we can identify related work (which includes some recent work in West Virginia). However, our references, for the reason stated above, cannot be from work that is the most closely related to this proposal. Do you have any suggestions for how to handle the situation of references other than to cite our work and use references that are from similar work but not directly related to our work with Indicator 8 Parent Involvement Survey work?
13A.	Alternative suggested are acceptable. Names of State in which they have worked in this capacity are sufficient and additional references would be acceptable as well.
14Q.	Our question is whether you can provide any additional information about submissions. Are there other requirements that will be evaluated in selecting a vendor? Can you identify criteria and point values for how the proposals will be reviewed? Or is the request strictly for a price quotation? Is there a format that the West Virginia Department of Education is looking for?
14A.	The bidder with the lowest bid who meets the specifications will be selected. The format for the survey has been included with the bid documents, however if you are inquiring about the format for the bid submittal, please provide bid requirements stated within the bid.