



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

Solicitation

NUMBER
EDD380738

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

DATE PRINTED
08/01/2012

BID OPENING DATE: 08/29/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	924-10	<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF EDUCATION REQUEST A QUOTE TO PROVIDE AN OPEN-END CONTRACT FOR THE SERVICES OF AN OPERATIONS CONTRACTOR FOR THE WEST VIRGINIA TEST OF ENGLISH LANGUAGE LEARNING (WESTELL) ASSESSMENT OF ALL WEST VIRGINIA LIMITED ENGLISH PROFICIENT (LEP) STUDENTS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND JOB REQUIREMENTS.</p> <p>BID OPENING: AUGUST 29, 2012 AT 1:30 PM</p> <p>LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>PLEASE REFER TO THE ATTACHED INSTRUCTIONS TO BIDDERS.</p> <p>OPERATIONS CONTRACTOR FOR THE WEST VIRGINIA TEST OF ENGLISH LANGUAGE LEARNING (WESTELL) ASSESSMENT OF ALL WEST VIRGINIA LIMITED ENGLISH PROFICIENT (LEP) STUDENTS IN ACCORDANCE WITH THE ATTACHED JOB REQUIREMENTS AND SPECIFICATIONS. THE CONTRACT WILL BE FOR THE SPRING</p>		

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO SOLICITATION, 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

Solicitation

NUMBER
EDD380738

PAGE
2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED
08/01/2012

BID OPENING DATE: 08/29/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
2013 ADMINISTRATION.						
PLEASE REFER TO THE ATTACHED INSTRUCTIONS TO BIDDERS.						
***** THIS IS THE END OF RFQ EDD380738 ***** TOTAL: _____						

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: August 10, 2012

Submit Questions to: Connie Hill
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-3970
Email: Connie.S.Hill@wv.gov

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

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

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

SEALED BID
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

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

BID TYPE: | Technical
 | Cost

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

Bid Opening Date and Time: August 29, 2012 at 1:30 pm

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

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
 Upon Award
 and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

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

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

- | | **Commercial General Liability Insurance:**
or more.

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

- | |

- | |

- | |

- | |

- | |

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

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

|

|

|

|

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

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

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

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

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

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

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

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

- 22. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- | Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- | | Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

English Language Proficiency Assessment

Introduction

This Request For Quotations (RFQ) invites submissions for the operational implementation of an annual statewide English Language Proficiency (ELP) Assessment for students with limited English proficiency (LEP) called the West Virginia Test of English Language Learning (WESTELL). The WESTELL is a K-12 English Language Proficiency Assessment that is a criterion-referenced assessment aligned with West Virginia's (WV) English Language Proficiency Standards, as specified in West Virginia Board of Education (WVBOE) Policy 2417 Programs of Study for Limited English Proficient Students (<http://wvde.state.wv.us/policies/p2417.doc>). It measures LEP students' Listening, Speaking, Reading, Writing and Comprehension skills in academic (Cognitive Academic Language Proficiency or CALP) and social (Basic Interpersonal Communication Skills or BICS) English. It assists educators of LEP students in designing and delivering a plan of instruction for English language acquisition that will result in successful participation and achievement in rigorous all-English academic settings.

PURPOSE

The ELP assessment shall have the following purposes:

- Measurement of Annual Progress in English Language Acquisition – The test shall assess LEPs in the following domains: Listening, Speaking, Reading, and Writing and provide standardized discrete measures of incremental progress in these four domains plus Comprehension. It shall also provide an overall measure of English language proficiency that considers all the above tested domains. The results of the annual progress assessment shall also be used by educators of English language learners, in conjunction with professional judgment, to design individual students' Program Services Plans and to deliver language and academic instructional accommodations.
- Measurement of Attainment of English Language Proficiency – The test shall assess and provide a standardized discrete measure of the attainment of overall English language proficiency that is aligned with the West Virginia ELP Standards, and discrete measures of attainment of English proficiency in the domains of Listening, Speaking, Reading, Writing and Comprehension.
- Determination of State and District Accountability on Annual Measurable Achievement Objectives (AMAOs) under No Child Left Behind, Title III Part A. Sec. 3122. – The test shall provide standardized measures of LEPs' overall English language progress and proficiency that will be used to determine whether cohorts or groups of LEPs at the district and state levels are meeting annual progress and attainment goals set by the state as required by NCLB.

BACKGROUND

The policies, procedures, and laws surrounding the education of students who are a language minority, often called “English Language Learners” or “Limited English Proficient students,” have steadily evolved over the last fifty years at the federal, state and local levels. Prior to 1960, education of such students was left to local authorities, and there were no federal policies.

Federal policies established under Title VI of the 1964 Civil Rights Act and Title VII of the 1968 and 1974 Bilingual Education Acts prohibited adverse discrimination against students of foreign origin and provided supplemental funding for the “special educational needs” of LEP students. A Department of Health, Education and Welfare Memorandum (May, 1970) prohibited denial of LEP students’ access to educational programs. The Equal Educational Opportunity Act of 1974 defined denial of equal educational opportunity as “...*the failure by an educational agency to take appropriate action to overcome language barriers that impede equal participation by students in an instructional program.*” The landmark Supreme Court decision in *Lau v. Nichols* (1974) mandated that schools take affirmative steps to overcome educational barriers by non-English speakers.

“There is no equality of treatment by providing students with the same facilities, textbooks, teachers and curriculum, for students who do not understand English are effectively foreclosed from any meaningful education.”

“Basic English skills are at the very core of what public schools teach. Imposition of a requirement that, before a child can effectively participate in the educational program, he must already have acquired those basic skills is to make a mockery of public education.”

Later amendments and reauthorizations strengthened the requirements that educational programs must be accessible to LEP students. The No Child Left Behind Act of 2001 (NCLB) reauthorized the programs to assist English language learners under Titles I and III (NCLB, 2001; Department of Education, 2003). The NCLB language includes provisions for the assessment of English Language Learners in both Titles I and III of the Act:

Title I, Part A, Section 1111(b)(7)

“Each State plan shall demonstrate that local education agencies in the State will, beginning not later than the school year 2002-2003, provide for an annual assessment of English proficiency (measuring students’ oral language, reading, and writing skills in English) of all students with limited English proficiency in the schools served by the State educational agency...”

Title I requires students to be assessed in these areas in grades 3-8 and high school.

Title III, Part A, Section 3121(d)

“A State shall approve evaluation measures for use under section (c) that are designed to assess (1) the progress of children in attaining English proficiency, including a child’s level of comprehension, speaking and listening, reading, and writing skills in English; (2) student attainment of challenging State student academic achievement standards on assessments described in section 1111(b)(3); and...”

Prior to NCLB, West Virginia local school districts exercised local decision in choosing an instrument for identifying, assessing and serving LEPs. In April of 2004, the WVBOE approved the English Language Proficiency Standards in compliance with NCLB requirements cited above. This document is designed to assist West Virginia educators in developing or refining curriculum and instruction for meeting both the language and academic educational needs of LEPs. The ELP standards are also intended to serve as the primary guidepost for choosing and adopting a single statewide assessment of the progress and attainment of English language proficiency by the state’s LEP students.

The goal of Title III is to help students with limited English proficiency (LEP) become proficient, succeed academically, and attain the same content expectations as all other students. To assist in meeting this goal, Title III requires students to be assessed in English language proficiency in grades K-12. The language in Title III includes a requirement for measurement of “comprehension.” There is no specific definition for “comprehension” in the language of the law, and several states are defining it as a combination of listening and reading based on guidance from the US Department of Education.

The NCLB places an expectation on states to implement student assessments that are clearly defined and meet professional expectations as to psychometric quality. For example, student assessments must:

- a. be appropriate for all students (Section 1111(b)(3)(C)(ix))*
- b. be aligned with academic content standards (Section 1111(b)(3)(C)(i))*
- c. be valid and reliable (Section 1111(b)(3)(C)(iii))*
- d. be consistent with nationally recognized professional and technical standards (Section 1111(b)(3)(C)(iii))*
- e. provide for reasonable adaptations and accommodations for students with disabilities (Section 1111(b)(3)(C)(ix)(II)).*

These responsibilities apply to the assessments used for regular instruction students, as well as for students with disabilities and students for whom English is not the primary language.

In 2002, West Virginia began actively participating in a Council of Chief State School Officers consortium, called the Limited English Proficiency State Collaborative on Assessment and Student Standards, or ELDA SCASS, to develop an English language proficiency assessment that meets all the requirements of NCLB and is aligned to West Virginia ELP standards. The Consortium, which received a federal Title 6 Enhanced Assessment grant that includes the states of Georgia, Indiana, Iowa, Louisiana, Nebraska, New Jersey, Nevada, North Carolina, Ohio, Oklahoma, Rhode Island, South Carolina, Texas, Virginia West Virginia, and the Department of Defense Education Agency. The English Language Development Assessment (ELDA) is designed to align

with member states' standards and to measure the progress and attainment of English language proficiency of K-12 LEPs. Other entities involved with the ELDA test development are the American Institutes for Research (AIR), Measurement Incorporated (MI), Center for the Study of Assessment Validity and Evaluation (C-SAVE) and the UCLA National Center for Research on Evaluation, Standards and Student Testing (CRESST). As a member of the CCSSO LEP SCASS consortium, West Virginia state and local district educators have been actively involved in the test development process and have participated in four operational tests. West Virginia maintains the option of using the ELDA test products (referred to as the WESTELL assessment) for statewide administration, with an Operations Contractor chosen through this RFQ process. The number/type of test items are as follows (MC=Multiple Choice, CR=Constructed Response, SCR=Short Constructed Response):

Grade Span	K-2 <i>Inventory</i>	1-2	3-5	6-8	9-12
Listening Items # types	7 entries	7 entries	35 MC	35 MC	35 MC
Reading Items # types	14 entries	14 entries	35 MC	35 MC	35 MC
Writing Items # types	9 entries	9 entries	1 extended CR 3 SCR 12-15 MC	1 extended CR 3 SCR 15-18 MC	1 extended CR 4 SCR 15-18 MC
Speaking Items # types	8 entries	8 entries	12 prompted oral response	12 prompted oral response	12 prompted oral response

West Virginia has 55 school districts, and approximately 50 of these districts served about 1,900 LEPs in the 2011-2012 school year. The number of LEPs in the state has grown at a rapid rate over the last five years. Table 2 data estimates the number of LEP students that will be assessed using the annual ELP assessments based on a 10% growth projection from 2011-2012 totals:

Grade Span	Taking the Annual Assessment
K-2	Approximately 270
3-5	Approximately 450
6-8	Approximately 560
9-12	Approximately 430
Totals	Approximately 2100

The assessments shall be administered by school districts during a **five-week testing window March 25 - April 26, 2013** (one year with the option to pursue a renewal for two one-year operations). All assessments shall be administered by school district personnel.

QUOTES

For purposes of this RFQ, using the numbers of students listed in Table 2 above (incremented by 15% in each cell) as a guide, the Contractor shall work with the West Virginia Department of Education (WVDE) and individual local school districts to ensure that all LEP students are assessed using the West Virginia-Owned Test, and shall facilitate the integration of LEP student assessment information with both the state's academic and student information system (West Virginia Electronic Information System (WVEIS)). There are three prices that must be quoted for bidding under this RFQ:

1. Annual Assessment Operations Using West Virginia-Owned Test with Central Scoring of All Portions of the Test
2. Annual Assessment Operations Using West Virginia-Owned Test with Central Scoring of Listening, Reading and Writing and Local Scoring for the Speaking Portion of the Test
3. Annual Assessment Operations Using West Virginia-Owned Test for materials that are ordered, printed, shipped but not scored

The contract will be for the Spring 2013 administration (one year with the option to pursue a renewal for two one-year operations).

Mandatory Specification

The vendor must have completed at least three (3) similar projects with a scope that included a minimum of 2,000 student assessments within the last five years. Bidder must provide an actual sample of a report of similar project, produced for another state.

Failure to meet this stipulation may be grounds for immediate disqualification from the bidding process.

PRODUCTION, DISTRIBUTION AND COLLECTION

The test administration plan shall include an overall timeline and deliverables for the production, distribution and collection of test materials and the production and distribution of test support materials.

The Awarded Contractor shall include the following deliverables in its test administration plan:

- Administration Materials – The Contractor shall develop and produce the following test materials:
 - Test booklets
 - Audio (CD or Cassette Tape) stimuli
 - Student response forms and media (including cassette tapes, CDs, or other digitized data recording media)
 - Large-print and Braille versions (font as per West Virginia Special Education Record Testing Accommodation Codes <http://wvde.state.wv.us/ose/RevisedAssessmentCodes.pdf>)
 - Student questionnaires
 - Scoring materials for local scoring option for speaking section of annual ELP assessment
- Test Administration Training and Support Materials – The Contractor shall develop and produce in paper form the following test administration training and support materials:
 - Test administration manual (2 per district and 1 per 20 students at each school, or 1 per school and/or district with less than 20 students)
 - District testing coordinator's guide (2 per district)
 - School testing coordinator's guide (2 per school)
 - Testing administration manuals for the Braille, large-print, and electronic or online versions
 - Administration training materials (1 paper version per district and per school)
 - Coordination training materials (1 paper version per district and per school)
 - Scoring guide and training materials for local scoring option for speaking section of annual ELP assessment (1 paper version per district and per school)
 - Administration questionnaires (1 paper version per district and per school)
 - Guide to Understanding Scores in 6 languages
- Testing Coordinator's Guide – The Contractor shall design, print, and distribute a guide document that informs the district and school testing coordinators of their responsibilities with regard to the implementation of the ELP Assessment. The Contractor shall propose the contents of the guide, subject to the review and approval of the WVDE. Generally, the guide shall provide the district and school coordinators with specific directions regarding responsibilities associated with distribution of materials, receipt of materials from the schools, shipping materials back to the Contractor for scoring, distribution of overage materials, responding to questions and problems, and security of materials. The Contractor shall provide an electronic version of the guide, as well as print the guide and distribute copies to each local district and school in the quantities specified above. The Contractor shall maintain additional copies for

distribution at the request of a district or school. The West Virginia Department of Education requires prior approval of all materials prior to printing.

- Test Administration Manual – The Contractor shall design, print and distribute a test administration manual. The Contractor shall provide an electronic version of the manual and duplicate and distribute the manual to each local district and school in the quantities specified above. The Contractor shall maintain additional copies for distribution at the request of a district or school. The West Virginia Department of Education requires prior approval of all materials prior to printing.
- Student Response Documents and Media – The Contractor shall design, produce and distribute student response documents and media for all forms of the test in all the domain areas and grade spans to be tested. The Contractor shall provide a precoding service that eliminates the need for bubbling most of the biographic and demographic information (state student ID number, date of birth, gender, school and district identification, and student classification data) on student test booklets. The Contractor shall print and distribute a sufficient number of answer documents and media for each student to be assessed, as determined by the Contractor and the districts before the assessment window, plus a 10% overage at the district levels to be sent to the West Virginia Department of Education. The West Virginia Department of Education requires prior approval of all materials prior to printing.
- Training Procedures – The test development plan shall include standardized and uniform procedures for training of personnel for test administration, coordination and school scoring as necessary. The Contractor shall be responsible for providing initial training of trainers workshops to all state personnel and local district personnel involved in coordination and administration of the test. The West Virginia Department of Education requires prior approval of all initial training procedures, format, venue and content. The training should align with state testing requirements as stipulated in Policy 2340 West Virginia Measures of Academic Progress Program <http://wvde.state.wv.us/policies/p2340.doc>. The Contractor shall also specify procedures and provide materials for ongoing training of state and local personnel, and for initial training of new test administration and coordination personnel. The Contractor shall work with WVDE and its designated agencies to provide at least three (3) regional administration training workshops in face-to-face or remote technology (audio and video or web-based conferencing) formats annually.
- Test Accommodations – The Contractor shall include procedures for the use of specific pre-approved instructional accommodations for LEP students with disabilities that will be allowed for the ELP test. The Contractor shall include in the test administration manual a rationale for and description of test accommodations that are appropriate and valid for the population of students to be tested based on scientifically valid research and best practice, including the principles of Universal Design for Learning (UDL). The rationale for these test accommodations shall account for the validity and appropriateness of specific accommodations for different English language proficiency levels in each of the four domains of Speaking, Listening, Reading and Writing. It shall also account for English language learners with different disabilities and/or exceptionalities (e.g., giftedness) and varying degrees thereof. The Contractor shall adhere to the provisions for accommodations and modifications in the West Virginia state regulation governing state testing accommodations for special populations, including English language learners as defined in West Virginia Board of Education Policy 2340 West Virginia Measures of Academic Progress Program <http://wvde.state.wv.us/policies/p2340.pdf>

- Printing– The Contractor shall be responsible for printing all products required for the ELP assessment, and including other ancillary materials not otherwise listed, such as memoranda, letters, and handouts for meetings. The West Virginia Department of Education requires prior approval of all materials prior to printing.
- Packaging of Test and Test Support Materials – The Contractor shall be responsible for all arrangements including personnel, Subcontractors, and costs associated with obtaining orders, packaging, distributing, and collecting test materials. The Contractor shall plan and budget for a ten percent materials overage to every school testing site and a five percent overage to every district site. The Contractor shall maintain detailed records of the number of tests ordered, retrieved and scored for each district. The Contractor shall be responsible for proper packaging of all test materials for shipment to local districts and to WVDE. The Contractor shall design, print, and distribute packing lists for each school and school district. The district and school packing lists shall itemize the materials that are being shipped to the district, including overage materials, the quantities shipped, and the destination of each. The test administration plan shall also describe procedures for providing appropriate materials for students with IEPs and Section 504 Plans (see West Virginia Board of Education Policy 2419 West Virginia Regulations for the Education of Exceptional Students <http://apps.sos.wv.gov/adlaw/csr/readfile.aspx?DocId=23475&Format=PDF>) that call for test format variations such as Braille, large print, and electronic media. These materials will be packaged separately and labeled, but will be included in the same shipment with other testing materials, if possible. WVDE will submit a distribution list to the selected vendor.
- Distribution of Test and Test Support Materials –The Contractor shall be responsible for the distribution of all required test and test support materials to each local district. The district ELP testing coordinators shall be responsible for distribution of all test materials to the appropriate school testing coordinators. The test administration plan shall describe procedures for obtaining and verifying the name, address, phone number, and work e-mail address of district and school testing coordinators prior to the annual assessment window, in sufficient time to make all arrangements for delivery of materials to districts. The test administration plan shall also describe procedures to allow district and school testing coordinator information to be updated at any time during the school year. The Contractor shall provide the district and school test coordinator contact list to WVDE bi-annually in an electronic spreadsheet/data base using a format approved by WVDE. The Contractor shall make the district and school testing coordinator contact list available to other district testing coordinators on a secure web site hosted by the Contractor. Appropriate WVDE personnel shall have access rights to the secure contact list web site. The Contractor shall ensure that districts shall receive test administration support materials and test materials no later than 15 days prior to the start date of the annual assessment window. The Contractor shall maintain an inventory control process wherein all test products being shipped to and from the Contractor's facilities are counted and tracked. Missing shipments shall be traced, located, and redirected to the proper location. The Contractor shall provide for inside delivery in the shipments of test materials to local districts and to the WVDE. The Contractor shall post on a Contractor-sponsored ELP assessment web site all appropriate materials to support districts and schools in test administration. The Contractor shall provide for the use of a toll-free help line and an e-mail technical support service at least one calendar month before, during, and one calendar month after the annual testing window to assist with delivery and retrieval of test materials.

- Collection and Receipt Procedures – The Contractor shall be responsible for the collection of secure test materials during and after the annual assessment window. The Contractor shall provide pre-paid shipping for districts to return completed tests and answer documents. The Contractor shall design, print, and distribute return shipping labels for each school to return materials to the district assessment coordinator at district expense. The Contractor shall provide labels and a shipping method for the district assessment coordinator to return the materials to the Contractor for scoring at the Contractor's expense. Such shipping method shall be by traceable delivery. If boxes that were used to initially ship materials are to be used again to return materials, this shall be made explicitly clear in all directions to school district and school personnel. The Contractor shall be responsible for ensuring that districts return all test materials to the Contractor for scoring no later than ten (10) working days after the close of the testing window for the annual assessment. The test administration plan shall include a description of procedures to be used by districts for the inventory of all materials and the collection and shipping procedures for all tests, completed answer documents and media.
- Security Procedures – The Contractor shall ensure the implementation of rigorous security procedures in the production, distribution and collection of all test and test administration support materials and shall provide detailed documentation of these procedures. In addition, the test administration plan shall describe procedures for the collection and secure destruction of secure materials (including unused tests, unused answer documents, test administration manuals, and scoring guides) to be conducted by the Contractor once each year following the end of the fiscal year. The test administration plan shall also describe a method by which districts could elect to securely destroy unused or damaged test materials. Vendor will include a sample of security checklist.
- Storage – The Contractor shall catalog and physically store completed student test response documents and media in a secure facility for one year. The Contractor shall also employ electronic imaging and duplication technologies to archive all student responses for five years. At the completion of five years the Contractor shall securely destroy these archived student test response materials.

TASK DELIVERABLES

The Awarded Contractor shall comply with the following Task Deliverables:

- ⇒ The Contractor shall produce, package, and deliver annual ELP test materials and test support materials as described in this section of the RFQ.
- ⇒ The Contractor shall produce and deliver the annual ELP test administration manual and test coordinator's guide for the annual ELP assessments as described in this section of the RFQ.
- ⇒ The Contractor shall produce, package, deliver and collect student answer documents and media for the annual ELP assessment as described in this section of the RFQ.
- ⇒ The Contractor shall produce and provide materials for standardized and uniform training of personnel for test administration, coordination and school scoring as necessary for the annual ELP test as described in this section of the RFQ.

- ⇒ The Contractor shall develop and provide annual ELP test administration procedures, including the use of appropriate accommodations, for students with disabilities as described in this section of the RFQ.
- ⇒ The Contractor shall provide a sample of security checklists to all districts.

GENERAL SCORING PLAN

The Contractor shall develop and provide a scoring and quality assurance plan that describes what annual ELP scores will be generated and reported, how all student test responses will be scored and how scoring data files will be generated and maintained. The scoring plan shall include information on how quality assurance activities will be implemented throughout the entire process of scoring, analysis, and reporting.

The scoring and quality assurance plan must address the following:

- General Scoring – The Contractor shall specify in its scoring and quality assurance plan the process for scoring all student responses for multiple-choice, oral and written constructed-response items. Specifications shall include the timeline and deliverables for scoring and reporting of student level data to the state, districts, schools and students. The Contractor shall identify key personnel and any Subcontractors that will be involved in this process. The scoring and quality assurance plan shall also describe how the Contractor will implement the following: 1) a common scale for the domains of Speaking, Listening, Reading and Writing, as well as Comprehension and composite scale scores, and 2) a longitudinal vertical scale from K-12 that will provide a means to measure individual student incremental growth toward full English language proficiency. The scoring plan shall include a description of how scored student response documents and media will be associated with the following elements: West Virginia district and school codes, and the unique West Virginia state student identification number.
- Scanning and Scoring of Student Response Forms – The Contractor shall use Optical Mark Reading (OMR) equipment to scan student response booklets (multiple-choice items) and student response forms (including teacher recorded ratings of student observation, if applicable), score report forms (if applicable), school and district control forms, and Contractor's internal score recording forms. The Contractor shall score all multiple-choice items for all forms of the tested domains at all grade spans. The Contractor shall notify WVDE regarding all possible invalidations with the final decision to be made by WVDE. The Contractor shall provide raw scores by tested domain and right or wrong marks by test item response. The Contractor shall demonstrate capability, capacity, and accuracy of the OMR equipment and scanning process, and shall describe quality assurance procedures for accurate scanning and scoring of multiple-choice items.
- Constructed-Response Scoring Site and Staff Selection – The Contractor shall select the site(s) at which scoring of written and oral constructed response items will occur. The site(s) may or may not be located in West Virginia. The Contractor shall be responsible for all features of the scoring site(s) needed to complete the scoring. The Contractor shall select the individuals who will score the student responses and the individuals who will supervise and coordinate them using standardized procedures and criteria approved by WVDE. Scorers and scoring supervisors may or may not be West

Virginia educators. Individuals who have previously worked as scorers or who have had classroom teaching experience are preferred. There shall be a table leader for small groups of scorers as well as an overall scoring supervisor.

- Constructed-Response Scoring Protocols -- The Contractor shall develop and produce detailed scoring protocols and programs for oral and written constructed-response items.
- Constructed-Response Scoring Materials – The Contractor shall also develop and produce other scoring materials, including, but not limited to, scoring guides, anchor papers/oral samples, and training materials for readers (written constructed-responses) and oral response raters (oral constructed-responses). The Contractor shall be responsible for identifying student responses to be used in the following three ways: training table leaders and scorers; serving as anchor responses to illustrate each possible score point; and serving as calibration responses to be randomly given scorers throughout the day to verify that they are still reading/rating accurately.
- Scoring Procedures for Constructed-Responses – The Contractor shall be responsible for scoring all written and oral constructed-response items. For planning purposes, the Contractor shall assume that each student response will be read or listened to and scored by one reader or rater with 20% of the student responses read or rated by a second independent reader or oral response rater. The Contractor shall implement procedures for including a third reading or rating if the first two readings or ratings are not identical or within one score value. Readers or raters shall work independently with no advance knowledge of scores assigned by other scorers. The Contractor shall be responsible for all costs related to scoring, including paying all scorers, and covering all travel and per diem costs.
- Scoring Training – The Contractor shall select and train readers and oral response raters, implement the scoring sessions, and ensure the validity and reliability of scoring oral and written constructed-responses. The Contractor shall monitor the scoring process and document item inter-rater reliability and inter-rater agreement. The Contractor shall review and assure that the scoring process meets professional psychometric standards. The Contractor shall be required to deliver initial reader/rater training as well as refresher training for any individual whose scoring accuracy drops below acceptable standards of accuracy during the scoring sessions. The Contractor shall also document and implement methods to detect if readers/raters have drifted from the scoring criteria and provide training to control for scorer drift. The Contractor shall propose the standards of accuracy for the scoring process to WVDE for review and approval.
- Local Scoring for Lower Elementary/Primary – For a Lower Elementary/Primary test where the test administrator scores or rates student responses and/or performances as the student participates in the assessment, the Contractor shall derive all scoring information directly from the student response forms and materials received from the school. The Contractor shall not be required to perform any central scoring operations involving hired readers/oral response raters. The Contractor shall be responsible for providing training to local scorers or raters using scoring training protocols to ensure inter-rater reliability and inter-rater agreement that meet professional psychometric standards. The Contractor will be required to document all K-2 student (school or Contractor scored) scores for further analysis and use.
- Local Scoring and Training Option for Speaking (Cost Option) – For the speaking tests in grades Lower Elementary/Primary (K-2), Upper Elementary/Intermediate (3-5), Middle School (6-8), and High School (9-12) or their school level equivalent, the

Contractor shall establish scoring procedures and protocols for local scoring of oral constructed responses and performances for speaking test items. The procedures shall provide options for simultaneous testing and scoring in one-on-one (individual) administration settings, where the test administrator scores the oral constructed responses or performances as the test is administered to individual students, and for scoring individual student recorded responses and performances in small group administration settings. All scoring information will be derived directly from the student response forms and materials received from the school. The Contractor shall be responsible for providing training to local scorers or raters using scoring training protocols to ensure inter-rater reliability and inter-rater agreement that meet professional psychometric standards.

- Quality Assurance Procedures – The Contractor shall be responsible for providing quality control for all scoring processes, collection of assessments, and products. The scoring and quality assurance plan shall describe procedures to assure that all assessment materials are correctly and reliably scored. The Contractor shall implement quality control checks at all phases of production related to scanning student answer documents and generating data files from the results. The plan must specify quality control measures for the scoring and handling of all items including, but not limited to, verification of the scoring program, editing and resolution procedures for questionable answer documents (for example, with multiple marks, poor erasures, poorly recorded oral responses, incomplete data or orphan documents), and combining and aggregating objective response scores with constructed-response scores at the school, district, county, and state levels. The Contractor shall provide a written assurance that all scoring results are completely accurate and that printed documents do not contain errors. The Contractor shall ensure that all test results are correctly attributed to the students, schools, districts, counties, and subgroups for which aggregate test results are obtained. The scoring and quality assurance plan shall establish a process for maintaining an accurate roster of district ELP test coordinators for all districts, gathering enrollment verification information, and collecting a completed test security agreement before any test materials are released to each district. The Contractor shall provide a listing of all schools/districts who have missing test books within 20 days of the last day of testing.
- Security Procedures – The Contractor shall ensure the implementation of rigorous security procedures for all test materials in the scoring of student responses and generation and maintenance of student data files, and shall provide detailed documentation of these procedures. The scoring and quality assurance plan shall describe the facilities, personnel, equipment, processes, procedures, and safeguards necessary to ensure that all test materials including student response documents and media, test booklets, administration materials, and ancillary materials are handled securely. In addition, the Contractor shall ensure that all student responses will be scored without knowledge of the student's name, gender, ethnicity, education classification (e.g., students with disabilities) school identification, or district identification. Scorers shall be instructed how to maintain security of student responses and how to be alert for responses that may indicate serious potential problems such as suicide, abuse, threats to others, etc. Once such potential problems are identified, the proper WVDE personnel shall be notified in a timely manner.

TASK DELIVERABLES

- ⇒ The Contractor shall produce and provide a scoring and quality assurance plan for the annual ELP assessment as described in this section of the RFQ. The West Virginia Department of Education requires prior approval of all materials prior to printing.
- ⇒ The Contractor shall score and produce reports for all student responses for all parts of the annual ELP assessment as described in this section of the RFQ. The West Virginia Department of Education requires prior approval of all materials prior to printing.
- ⇒ The Contractor may propose a model for local scoring of the Speaking portion of the annual ELP test, and/or for lower elementary/primary tests involving student performance ratings, consistent with validity and reliability requirements set forth in this RFQ. The West Virginia Department of Education requires prior approval of all materials prior to printing.
- ⇒ The Contractor shall conduct training and provide training materials for scoring all student constructed responses and/or performances in the annual ELP assessment as described in this section of the RFQ. The West Virginia Department of Education requires prior approval of all materials prior to printing.

SCORING DATA MANAGEMENT AND ANALYSIS

The Contractor shall develop and implement a plan for generating, maintaining, and analyzing student data results from all scoring and rating procedures covered in this RFQ. The plan shall list and describe all analyses necessary to provide ELP test results at the individual student, school, district, and state levels. A test analysis plan shall also be provided for any embedded multiple-choice and written or oral constructed-response items. The Contractor shall be responsible for establishing a timeline for tasks, progress reports and deliverables to be approved by WVDE.

The plan shall address the following:

- Electronic Data Management – The Contractor shall create electronic data files from all scoring and rating results of the test according to electronic data standards provided in this RFQ and to specifications approved by WVDE. The Contractor shall be responsible for an electronic data management system that will establish, maintain, and submit to WVDE data dictionaries for every data file and system that interface with the West Virginia Electronic Information System (WVEIS). The data dictionaries shall include the names, formats, values, attributes, and descriptions of every data element. Every data element in the data dictionary shall adhere to WVDE's preferred variation for that data element unless otherwise approved by WVDE. Data dictionaries must be provided to WVDE at least 20 working days prior to the delivery of associated data files and systems.
- Data Warehousing – The Contractor shall design and implement a longitudinal data warehouse that will store ELP assessment information on individual students over multiple years so that progress can be measured and reported. The Contractor shall prepare a plan for developing the data warehouse for review and approval by WVDE. The plan shall include timelines for implementation, a description of the software platform to be used, the data elements to be included, and any anticipated problems for

which solutions must be sought. The Contractor shall create and maintain this data warehouse throughout the lifetime of the Contract for all assessment administrations and shall provide the electronic file for the data warehouse to WVDE and/or a subsequent assessment Contractor at a time specified by WVDE. The Contractor shall design the data warehouse so that it does not use a proprietary system that would preclude its transfer to a different Contractor in the future. The Contractor shall also be responsible for ensuring two-way compatibility between the data warehouse and the state's WVEIS student information system and shall provide access to and facilitation of data transfer between the two systems.

- Security Procedures – The Contractor shall ensure that documentation and all test items, test materials, electronic files, and data are developed, used, and maintained in a secure manner to protect the confidentiality of all students tested, including all materials, records, and files and adheres to Family Educational Rights and Privacy Act (FERPA)/state requirements. With WVDE approval, the Contractor shall provide a secure web site where districts may obtain secure documentation and data files using password login and data encryption.

TASK DELIVERABLES

- ⇒ The Contractor shall produce and provide a plan for analyzing and managing all data elements and files associated with the implementation of the annual ELP assessment covered in this section of the RFQ.
- ⇒ The Contractor shall operate an electronic data management system for the annual ELP assessment according to specifications in this section of the RFQ.
- ⇒ The Contractor shall create, operate and maintain a longitudinal data warehouse to store student level ELP assessment information across multiple years as described in this section of the RFQ.
- ⇒ The Contractor shall provide necessary information for a WVDE alignment study on the agreement between West Virginia's ELP standards and the annual ELP assessment.

REPORTING PLAN

The Contractor shall develop a comprehensive plan for reporting annual ELP assessment test results. The reporting plan shall describe the preparation, production, printing, and delivery of all required reports to the WVDE, local districts, schools and students' parents. The Contractor shall be responsible for producing paper and electronic reports at the individual student level as well as paper and electronic summary reports at the school, district, regional and state levels, including all subgroups identified by the student demographic survey administered with the ELP assessment and/or through the state student information system, as approved by WVDE. The reporting plan shall include a description of how scored student response documents will be appropriately associated with the following elements: a single, unique and accurate West Virginia state-assigned student identification number and the student's current school and district unique code identification number at the time of current testing.

The reporting plan shall address the following:

- Student Level Reports – The Contractor shall produce and distribute student level

reports with scale scores and proficiency levels for each test section or domain (Speaking, Listening, Reading and Writing), as well as a Comprehension score and level derived from the Listening and Reading section results, and an overall scale score and English language proficiency level due to the WVDE by August 1. Scores must be displayed in numeric and graphic formats. The Contractor shall provide two (2) paper copies to each local district within a timeframe approved by WVDE prior to the end of the school year during which the test was administered, and no later than the approved WVDE release date for similar West Virginia Core Content test reports each year so that the district can send each parent a paper copy of the individual report and maintain a paper copy locally. The reports should align to standards outlined in West Virginia Board of Education Policy 2340 West Virginia Measures of Academic Progress Program <http://wvde.state.wv.us/policies/p2340.pdf>. The Contractor shall prescribe procedures for secure local storage of electronic copies of student level reports, subject to approval by WVDE and adhere to FERPA/state requirements.

- School, District and State Summary Reports – The Contractor shall produce and distribute summary reports at the school, district and state levels which display results at an equivalent level of detail for annual ELP assessments, and combined current year and previous year annual ELP assessments due to the WVDE by August 1.
 - School Reports – School reports shall include at a minimum, fields for total number tested, school average scale scores and percent of students at each proficiency level by the individual components of the English language proficiency assessment and overall, demographic performance summaries. An additional separate school student roster report shall be produced. This school LEP student roster shall include at a minimum the following: student name, unique student identifier number, number of years in a US school, current academic grade level, demographic information (gender, ethnicity, disability etc.), and scale score and performance level on the individual components of the English language proficiency assessment. The Contractor shall provide paper and electronic copies of the school reports to each district with across school district level summary information. Districts shall be provided with school reports and summary information for annual assessments no later than the approved WVDE release date for similar West Virginia Core Content test reports each year. Additionally, districts shall be provided with school reports for combined current year and previous year annual ELP assessments no later than the approved WVDE release date for similar West Virginia Core Content test reports year.
 - District Reports – District reports shall include fields for the total number tested, local district average scale score, percent of students at each proficiency level by test section and overall, demographic performance summary by test section and overall, and a roster of schools' results. Districts shall be provided with district paper and electronic reports for annual assessments no later than the approved WVDE release date for similar West Virginia Core Content test reports each year. Additionally, districts must be provided with district level paper and electronic reports for combined annual and combined current year and previous year annual ELP assessments no later than the approved WVDE release date for similar West Virginia Core Content test reports each year.
 - State Reports – A state report comparable to the school and local district reports shall be produced and provided to WVDE. WVDE must be provided with state paper and electronic reports for annual assessments no later than the approved

WVDE release date for similar West Virginia Core Content test reports each year. Additionally, WVDE must be provided with state paper and electronic reports for combined annual plus combined current year and previous year annual ELP assessments no later than the approved WVDE release date for similar West Virginia Core Content test reports each year.

- Electronic Student Data Files – The Contractor shall produce and deliver student-level data files to the appropriate school and district and to WVDE on a monthly schedule within eight to twelve weeks from the date of receipt from the local district of the student response documents and media. A cumulative file of annual ELP assessment results shall be available to the local district and WVDE not later than December 31 of each year. The Contractor shall provide a secure password-protected web site for use by WVDE and local districts to download student data files. The site shall provide access rights for appropriate local district and WVDE personnel. All student-level data provided to local districts shall have student responses to test items suppressed. Files provided to local districts and WVDE shall be available in both fixed-length and comma-delimited formats. Upon request, the Contractor shall also provide local districts and WVDE with CD-ROMs that contain the data for the annual ELP assessments. The Contractor shall also provide local districts and WVDE with a web-based application that will allow these entities to generate custom reports and analyses using the student level data.
- Electronic Student Response Files – The Contractor shall produce and deliver student response files that contain student responses to multiple-choice answers, scores to constructed-response questions, ratings to observation instruments and test scores to WVDE. A cumulative file of annual ELP assessment results shall be available no later than August 31 of each year (or at a date determined by WVDE). The Contractor shall provide a secure password-protected web/FTP site for use by WVDE to download student response files. The student response files shall be available in a format specified by WVDE. Upon request, the Contractor shall also provide CD-ROMs to WVDE.
- WVDE ELP Assessment Website – The Contractor shall provide ELP assessment data for an ELP Assessment website developed and hosted by WVDE. Summary data files shall be provided in a format specified by WVDE to allow the direct importation of the data into a WVDE database. Summary data shall be provided for all schools, districts and the state as applicable. Number of examinees, average scale score, and percent at each proficiency level shall be summarized for the five reported domains of Listening, Speaking, Reading, Writing, Comprehension, as well as Overall and English Proficient. All of these reporting domains shall be displayed for the following major categories: all assessments and annual ELP assessments. Two summary files shall be produced, one with fewer than ten students suppressed and another without suppression. For each major category, summary results including, but not limited to, the following populations shall be reported: gender, students receiving special education services (IEPs), students tested with modifications, primary language, number of years enrolled in a U.S. school, formal versus limited or no formal schooling, LEP instructional service type, and program participation. Summary data and files for AMAO reports for districts and the state shall also be provided to WVDE for the website.
- Research Files – The Contractor shall produce a state level research file, which contains all disaggregated district and school results. The Contractor shall produce local district level research files that contain summarized district and school results. These

research files shall include all the subpopulations tested and the suppression of results for fewer than ten students. Compressed (zipped) research files shall be produced in comma-delimited and dbf formats. Non-compressed research files shall be produced in comma-delimited formats. The reporting plan shall provide content suitable for posting on the WVDE website by the following schedule: provide to WVDE annual assessment summary data and research files no later than August 31 each year and provide combined annual ELP assessment summary data and research files no later than August 31 of each year.

- Narrative Report Specifications – All narrative reports submitted by the Contractor shall include an Executive Summary, the full text, and appendixes containing all relevant data tables. The Executive Summary shall be written to stand alone as a document suitable for public distribution. All final narrative reports and all electronic deliverables shall be provided in Microsoft Word, PDF, and HTML format for distribution and possible posting on the Contractor's ELP assessment web site or WVDE's web site. The Contractor shall also submit Microsoft Excel spreadsheet versions of all tables and technical appendixes.

TASK DELIVERABLES

- ⇒ The Contractor shall develop and implement a plan for reporting the results of annual ELP assessments at the student, school, district and state levels, and for providing all associated student data and response files and research files to WVDE and other appropriate recipients as described in this section of the RFQ.
- ⇒ The Contractor shall provide evidence/assurances that the vendor's reports shall interface with the WVEIS system.
- ⇒ The Contractor shall produce and publish, with WVDE approval, ELP assessment data and reports for an ELP assessment website as described in this section of the RFQ.
- ⇒ The Contractor shall produce and publish all narrative reports associated with the ELP assessments as described in this section of the RFQ.

OPERATIONS MANAGEMENT

- Administrative Tasks – The Contractor shall provide administrative tasks (including, but not limited to, printing and distribution), scoring, and reporting for annual assessments which are administered from September 1, 2012 through August 30, 2013;
- Term of Contract – The contract shall be for the Spring 2013 administration (one year with the option to pursue a renewal for two one-year operations).
- Management Meetings – The Contractor shall provide for bi-weekly face-to-face, telephone, or videoconference management meetings between the Contractor and WVDE staff. These weekly management meetings shall provide an opportunity to review and discuss task implementation and status. Subcontractors shall be included as appropriate to the task. Subcontractors may be included via telephone or videoconference. The Contractor and any Subcontractors shall plan and budget for the cost of sending staff to quarterly management meetings.

- Reports Standards – The Contractor shall conform to professional writing standards for all deliverable reports. Reports shall be consistent with the guidelines set forth in the *Publication Manual of the American Psychological Association: Fifth Edition*.
- Ownership of Materials – The Contractor shall establish WVDE as the exclusive owner of all materials developed in any form under this RFQ, including, but not limited to, the following: records of meetings, notes, minutes, summaries, and rosters; field test items, operational test items, released test items, item graphics, item data, item analyses, item data bases, tests, test forms, test versions, test results, test data, test statistics, test score conversion tables, equating studies, standard setting studies, and test documentation; materials developed for scoring, scoring keys, scoring rubrics, scoring conversion tables, analyses, reporting, report layouts, report formats, and examiner training; data files, data layouts, data dictionaries, analyses, research findings, research reports, and data bases; and help desk logs, help desk summaries, and audit reports.
- WVDE Approval Schedule – WVDE shall approve all materials and/or deliverables developed in conjunction with this RFQ. The Contractor shall not disseminate any written information, materials, or deliverables to the field, public, or any other third party without WVDE's written approval. The Contractor shall allow WVDE sufficient time to review the materials and/or deliverables, and if necessary, for the Contractor to make modifications as directed by WVDE, and for WVDE to review and sign-off on the revised submission. The Contractor is responsible for any costs associated with making modifications to materials and deliverables necessary to obtain WVDE's sign-off.
- Communications Plan – The Contractor shall work with WVDE and its designated agencies to develop and implement a communication plan for all aspects of the ELP assessment for multiple purposes and broad or targeted audiences, including, but not limited to, the general public, students, parents and families, schools, districts, state and federal governments, and other interested stakeholders.

TASK DELIVERABLES

- ⇒ The Contractor shall provide for all administrative tasks, meetings and reports related to the ELP assessment implementation as described in this section of the RFQ.
- ⇒ The Contractor shall provide WVDE and its designated agencies or Contractors with all materials and services necessary for the continuity of ELP assessment implementation in transition to the subsequent contract period as described in this section of the RFQ.
- ⇒ The Contractor shall fully cooperate with WVDE and its designated agencies to develop and implement a comprehensive communication plan for the ELP assessment as described in this section of the RFQ.

OPERATIONS IMPROVEMENT

The plan for the ongoing improvement of operations and policy shall address the following requirements:

- Technical Support Services – The Contractor shall operate a dedicated call center for the ELP assessment. The call center shall receive calls and e-mails on all working days from 8 a.m. to 5 p.m., EST. The call center shall respond to all calls and e-mails within one working day of receipt. The Contractor shall log, document, and summarize comments, complaints, and questions from schools or local districts regarding services and products provided by the Contractor. The Contractor shall develop scripts and

referral guides. Each quarterly audit report shall contain a section that summarizes, analyzes, and evaluates these questions and complaints and a section that contains current scripts and referral guides. Electronic versions of the logs, summaries, scripts, and referral guides shall be made available to WVDE within ten working days of a request.

- WVDE Contacts – The Contractor shall develop and implement communications procedures with WVDE regarding operational issues. The proposal shall designate a primary contact for regular communication and a backup contact.

TASK DELIVERABLES

- ⇒ The Contractor shall develop and implement a technical assistance call center to support all levels of ELP assessment implementation in the state as described in this section of the RFQ.
- ⇒ The Contractor shall communicate regularly with designated WVDE contact(s) regarding ELP assessment operational implementation as described in this section of the RFQ.

RESEARCH PROJECTS

At the request of the Department, the Vendor may be asked to conduct various research projects to support initiatives related to assessment and accountability.

TASK DELIVERABLES

- ⇒ The Vendor shall complete, upon the request of the Department, research projects to support initiatives related to assessment and accountability.

COST SHEET

Operations Contractor for ELP Assessment

Quote 1: All Inclusive Price Per Student of Annual Assessment Operations Using West Virginia-Owned Test with **Vendor Scoring of All Portions** of the Test

Quote 2: All Inclusive Price Per Student of Annual Assessment Operations Using West Virginia-Owned Test with Vendor Scoring of Listening, Reading and Writing and **Local Scoring of the Speaking Portion** of the Test

Quote 3: All Inclusive Price Per Student of Annual Assessment Operations Using West Virginia-Owned Test for materials that are ordered, printed, shipped but **Not Scored**

	Cost Per Student	*Estimated Quantity	Total
Vendor Scoring of all Portions		X 1250	
Local Scoring of the Speaking (Vendor Scoring all other portions)		X 750	
Materials that are ordered but Not Scored		X 50	
Total Quote			

Item Pricing

The intent of this RFQ that this contract be awarded as an open-ended contract. The contract will be awarded to the lowest responsible bidder meeting specifications.

Vendor Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____

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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

CERTIFICATION AND SIGNATURE PAGE

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

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EDD380738

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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