



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

Solicitation

NUMBER
EDD398716

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 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
08/02/2013

BID OPENING DATE: 09/10/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR PROPOSAL						
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF EDUCATION REQUEST A PROPOSAL TO PROVIDE A HIGH SCHOOL EQUIVANLENCY ASSIGNMENT ALIGNED TO WEST VIRGINIA'S NEXT GENERATION CONTENT STANDARDS AND OBJECTIVES PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
BID OPENING: 9/10/2013 AT 1:30 PM (SEE INSTRUCTIONS TO BIDDERS)						
C001	2,350	EA		924-20		
TEST (CBT) ANY OF THE CONTENT AREAS IN ANY LANGUAGE						
EITHER STANDARD, LARGE PRINT, AUDIO OR BRAILLE. INCLUDES: SCANNABLE ANSWER SHEETS (LANGUAGE ARTS, WRITING, SOCIAL STUDIES, SCIENCE, READING, AND MATHEMATICS); CALCULATORS; TRANSCRIPTS; CORRECTION OF ERRORS ON REGISTRATION FORM; PRACTICE TEST, TESTING FEE, START-UP FEE AND SCORING FEE.						
C002	150	EA		924-20		
TEST (PBT) ANY OF THE CONTENT AREAS IN ANY LANGUAGE						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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				BATTERY TEST (CBT) PACKAGE (INCLUDES THE CONTENT)		
				TEST AREAS) IN ANY LANGUAGE, EITHER STANDARD, LARGE PRINT, AUDIO OR BRAILLE. INCLUDES: SCANNABLE ANSWER SHEETS (LANGUAGE ARTS, WRITING, SOCIAL STUDIES, SCIENCE, READING AND MATHEMATICS); CALCULATORS; TRANSCRIPTS; CORRECTION OF ERRORS ON REGISTRATION FORM; PRACTICE TEST, TESTING FEE, START-UP FEE AND SCORING FEE.		
0004	50	EA	924-20	BATTERY TEST (PBT) PACKAGE (INCLUDED THE CONTENT)		
				TEST AREAS) IN ANY LANGUAGE, EITHER STANDARD, LARGE PRINT, AUDIO OR BRAILLE. INCLUDES: SCANNABLE ANSWER SHEETS (LANGUAGE ARTS, WRITING, SOCIAL STUDIES, SCIENCE, READING AND MATHEMATICS); CALCULATORS; TRANSCRIPTS; CORRECTION OF ERRORS ON REGISTRATION FORM; PRACTICE TEST, TESTING FEE, START-UP FEE AND SCORING FEE.		

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BID OPENING DATE: 09/10/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	1,150	EA		924-20		
	CBT FEE FOR RETESTING (ONLY APPLIES TO A TEST BEING RETAKEN DUE TO PREVIOUS FAILURE OF TEST) AND INCLUDES CALCULATORS, TRANSCRIPTS; CORRECTIONS OR ERRORS ON REGISTRATION FORM, PRACTICE TEST, TESTING FEE AND SCORING FEES.					
0006	10	EA		924-20		
	PBT FEE FOR RETESTING (ONLY APPLIES TO A TEST BEING RETAKEN DUE TO PREVIOUS FAILURE OF TEST) AND INCLUDES CALCULATORS, TRANSCRIPTS; CORRECTIONS OR ERRORS ON REGISTRATION FORM, PRACTICE TEST, TESTING FEE AND SCORING FEES.					
0007	5	YR		924-20		
	ANNUAL DATA WAREHOUSING FEE					

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08/02/2013

BID OPENING DATE: 09/10/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ EDD398716 ***** TOTAL:						

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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TABLE OF CONTENTS

- 1. Table of Contents**
- 2. Section 1: General Information and Instructions**
- 3. Section 2: Instructions to Vendors Submitting Bids**
- 4. Section 3: General Terms and Conditions**
- 5. Section 4: Project Specifications**
- 6. Section 5: Vendor Proposal**
- 7. Section 6: Evaluation and Award**
- 8. Certification and Signature Page**

SECTION ONE: GENERAL INFORMATION

- 1. Purpose: The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the “Purchasing Division”) is soliciting proposals pursuant to *West Virginia Code* §5A-3-10(b) for the West Virginia Department of Education (hereinafter referred to as the “Agency”) to provide a high school equivalency assessment aligned to West Virginia’s Next Generation Content Standards and Objectives (West Virginia’s Customized Common Core State Standards), <http://wvde.state.wv.us/next-generation/>, both paper based (PBT) and computer based(CBT), for use in a variety of testing centers throughout the state.

This will be an open-end contract for one year time period with the option of four (4) one-year renewal periods (January 2014-December 31, 2018).

- 2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal (“RFP”).

An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

- 3. Schedule of Events:

Vendor’s Written Questions Submission Deadline.....	08/21/2013
Mandatory Pre-bid Conference	NA
Addendum Issued	TBD
Bid Opening Date.....	09/10/2013
Oral Presentation (<i>Agency Option</i>)	TBD

July 23, 2013

0006

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

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 21, 2013

Submit Questions to: Connie Oswald
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: 304-558-3970
 Email: Connie.S.Oswald@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
 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 6 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: September 10, 2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 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.

July 23, 2013

0010

SECTION THREE: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

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 One (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 Four (4) 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.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

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 from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- 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 of 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 and shall list the state as a certificate holder:
- Commercial General Liability Insurance:**
\$1,000,000.00 minimum or more.
 - Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
 - Professional Liability Insurance \$1,000,000.00 minimum
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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, WOMEN-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, women-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. [RESERVED]

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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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.

SECTION FOUR: PROJECT SPECIFICATIONS

4.4.1 **Location:** Agency is located at 1900 Kanawha Blvd., E., Bldg. 6, Charleston, WV 25305. Testing sites are located throughout West Virginia.

4.4.2. **Background and Current Operating Environment:**

Note: Upon acceptance of this contract, the successful Vendor agrees to adhere to the proposed specifications in the Vendor's proposal to meet the qualifications, specifications, and mandates in Section 4.3, 4.4, and 4.5 respectively. Our preference is that the Vendor adheres to the exact numbering of the goal and mandatory specifications as stated in this RFP.

Currently there are seventy (70) testing sites with thirty-three (33) addendum testing sites in West Virginia; an addendum site utilizes the Examiner and high school equivalency assessment from the main testing site. Of these 103 sites and addendums, twenty-four (24) sites with twelve (12) addendums are in juvenile and adult institutions. Approximately 90% of these test sites will be CBT sites. The adult institutions do not have access to the internet. There are approximately 251,500 adults without a high school diploma or equivalency. Approximately 22,000 adults are enrolled in Adult Basic Education. Six thousand and forty-one (6,041) tests were administered in 2011-12.

Exhibit A contains a list of high school equivalency assessment sites.

4.4.3 **Project Overview:**

The Agency is seeking high school equivalency assessment, both paper based testing (PBT) and computer based testing*(CBT) that is validated and reflects the skills necessary to master a high school diploma. The assessment will provide the individual adult learner, the dropout at least seventeen (17) years of age or the Option Pathway student at least sixteen (16) years of age, the basis for the Agency to issue the West Virginia High School Equivalency Diploma.

*CBT should include both web-based and off-line versions

4.4.4. **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as Vendor qualifications and experience in completing similar projects. The Vendor should show experience in developing and administering large scale assessments using both paper and computer based formats, training for test administration staff, printing and shipping capabilities of tests and test related materials in a timely and secure manner. The Vendor, as part of this documentation, should include a minimum of three (3) professional references to substantiate the Vendor's capacity and qualifications. References should be current (within the past three years) and should include name, title, organization name, address, phone number and e-mail address. One of the references should reflect "high stakes" scale testing with a minimum of 5,000 students. A "high stakes" testing program should include assessments used for federal and state educational accountability purposes, student's graduation requirements, and/or college qualification or entrance exams in any educational area. Do not include current Agency staff as references. The vendor needs to grant permission to Agency to contact the references.

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- 4.4.5. **Professional Development:** The successful Vendor should identify the key Vendor staff, including the management team that would train the Agency, and describe how they would provide orientation to the Agency staff including information for testing/ registration by test-taker, test preparation by Examiner, test administration, scoring process, and the proposed methods for implementation.

The Vendor should describe any professional development assistance to the Agency that they will be offering to instructional staff and testing staff including timeline, format, frequency and content of the professional development.

The Vendor should describe:

- A) the frequency and format of continuous communications between the Vendor and the Agency staff. Communications should provide an opportunity to review and discuss task implementation and status; and,
- B) a plan for technical assistance for CBT and PBT during the contract period including the hours for telephone support.

- 4.4.6. **Scoring:** The Vendor's proposal should describe scoring in detail but not limited to the following processes:

- A) scoring both CBT and PBT;
- B) short essays and/or writings;
- C) scanning PBT answer sheets;
- D) timeline of scoring, posting and the transferring of scores to the Agency; and
- E) how test-takers/Agency/Examiner will be notified of scores for CBT and PBT.

The Vendor should describe whether the assessment scores would be prescriptive and/or adaptable to indicate strengths and weaknesses.

The Vendor should indicate whether scores from previous high school equivalency assessments can be combined with the vendor's test scores and if so, how they would be combined.

- 4.4.7. **Test Versions and Format:**

The Agency is seeking a test that provides a variety of methods for answers, such as, but not limited to multiple choice answers, fill-in-the-blank, cloze items, and short essay answers. The Vendor should describe in detail all item layouts for their proposed assessment solution.

The Vendor should describe in detail how test questions will be developed and selected for the test, and show the evidence based research used to develop and select items for the test. Also describe how the proposed solution correlates to other assessments such as: Accuplacer, Compass, ACT and SAT.

The Vendor should describe in detail the demographic information that will be collected during the testing process.

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The Vendor should provide and describe the number of forms of the tests that will be available in each language for PBT and CBT, and the number of usage for each form.

The Vendor should describe how pre-test or practice tests and instructional materials are aligned to the test and how they would be made available.

The Vendor should describe the method of providing:

- A) high school equivalency assessments in Braille, audio and large print versions;
- B) high school equivalency assessments in languages other than English; and
- C) multiple forms of the assessment for re-testers.

The Vendor should describe the process for determining cut scores for the test, which would equate to standards for the issuance of a West Virginia High School Equivalency Diploma and also indicate scores that predict college and career readiness. The Vendor should provide and describe the plan which identifies two (2) indicators:

- 1) Passing scores which are equal to or higher than those earned by the top 60% of graduating high school seniors; and,
- 2) Scores should also verify the level of performance necessary for the student to successfully enroll in credit-bearing college courses.

- 4.4.8. **Alignment to the Common Core State Standards (CCSS):** The Vendor should describe the alignment of the assessment with the West Virginia Next Generation Content Standards and Objectives (West Virginia's Customized Common Core State Standards) and provide detailed information on how the test is incrementally aligned to the West Virginia's Next Generation Content Standards and Objectives over the life of the contract. This information should include an explanation of the content areas that will be covered in the test to include but not limited to:
- A) Language Arts/Writing
 - B) Mathematics
 - C) Science
 - D) Social Studies
 - E) Other components for consideration

- 4.4.9. **Validation:** The test should be validated and the Vendor should provide all documentation of the study, list of locations where the study was performed, the testing conditions, number of participants, percentage of participants making each score and other information describing the validation process.

The Vendor is to describe the process of reviewing and evaluating test material with Agency six (6) months after award and thereafter annually to ensure test materials and outcomes are within the required parameters to indicate equivalency to a high school diploma.

- 4.4.10. **Accommodations:** The Vendor should describe how test accommodations for individuals with disabilities would be provided for both the CBT and PBT versions of the test and the process for student qualification. The Agency needs flexibility with the qualification process.

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Proposals should include a plan for complying with the Americans with Disabilities Act (ADA) of 1990.

Proposals should describe in detail some or all of the following testing accommodations for a PBT or CBT in each language:

- Extended time
- Special location/private room/small group
- Audiocassette
- Large print with extended time
- Calculator/talking calculator
- Scribe
- Supervised breaks
- Signed interpreted instructions for the deaf/hearing impaired.

Vendors should provide evidence of current and/or proposed application materials and model for accommodations application and approval, supporting documentation and decision process.

4.4.11 **Portability of Test Results:** The Vendor should address the issue of national acceptance of the proposed tests by colleges, technical centers, employers and other entities and institutions.

4.4.12. **Supplemental Support:** The Vendor's proposal should describe in detail the following:

A) vendors data warehousing and the annual downloading of new CBT items during each contracted year and how they will meet delivery deadlines of January 2 each contracted year;

B) a plan for annually printing and securely shipping test batteries and appropriate supplies such as scannable test answer booklets and calculators for the PBT;

C) how they will change the PBT forms each calendar year and provide West Virginia testing centers the required number of PBT batteries that are to be used the next calendar year, January through December, by the end of November of each contracted year;

D) a guideline for secure storage of PBT, a detailed security plan of PBT, the security of CBT tests, and the process of keeping materials and data secure at all times during the project;

E) any supplemental supports to include but not limited to marketing materials for the general public and potential test-takers within the adult education system, and pre-test or practice tests;

F) Describe how pre-test or practice tests and instructional materials are aligned to the test and how they would be made available; and,

G) the process for the Agency to provide transcripts and diplomas.

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- 4.4.13. **Registration:** The Vendor should describe in detail the paper and computer process for registration including how real time support is provided to examiners regarding issues connected to the ordering, delivery, administration, or scoring.

The Vendor should describe in detail the assignment of identification numbers to test takers and the process for data matching with the Agency's management information system.

- 4.4.14. **Technology Required for Computer Based Testing:** The Vendor should provide the technical specifications for their proposed approach to delivering CBT and any different requirements in correctional settings requiring off-line CBT.

The Vendor should describe how they plan to provide technical readiness tools, utilities or processes for local testing centers to use in verifying the capacity of their technical infrastructure for conducting CBT that are compatible with the Vendor's test administration platform. The verification tools should allow the Agency to identify centers that do not have the appropriate technology to administer the test. Technical readiness tools should include but are not limited to technical assistance manuals and annual updates of these manuals.

- 4.4.15. **Reporting:** The Vendor should describe the process to provide a plan and deliver an annual (January – December) progress report including student data and an annual fiscal (July 1-June 30) progress report. The Vendor should provide this report in an electronic format such as Excel or a readily accessible and manipulatable file, such as tab delimited or comma separated value file formats with quotation encapsulated text.

The Vendor should describe in detail what reports can be provided to the Agency and also include and describe in detail the formats to export data files, and to the Agency.

- 4.4.16. **Transitions:** As part of this project, the state seeks to be in contract with a Vendor that will directly and fully participate in the transfer of the all student data and testing information to the state at the conclusion of the contract (either through the successful completion of the contract period or through termination). Successful transition should include, but not be limited to, demographic information, all student data and testing information. All student data and test information, testing center details, personnel forms and approval process, accommodating tracking and ordering in all forms developed for and used in conjunction with this project shall remain the property of WVDE in all phases of the transition. All deliverables become property of the WVDE in an electronic, editable form (e.g., Stamped CD with all student data and testing information).

The Vendor should provide a detailed schedule for the transition of tasks, events and a timeline for the transition of materials and procedures. The process should allow an effective and seamless transition between Vendors annually and at the end of this contract. The Vendor should include a list of all computer programs and software tools necessary to allow an end user to read and export any data provided by the Vendor under this contract. The export format should be readily accessible and manipulatable file, such as tab delimited or comma separated value file formats with quotation encapsulated text.

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The Vendor's proposal should describe in detail the process of transferring test results, student data, candidate demographic data, and reports.

- 4.4.17. **Purchasing of Test:** The Vendor should describe in detail how their solution will allow for the local agencies (LEA) to purchase the tests directly from the Vendor (at the cost agreed upon in the RFP). This should include a timeline from the submission of a purchase order to receiving of the test (PBT and CBT).

The Vendor is to describe how LEA's should place initial purchase order that will guarantee that PBT should arrive at the test centers before December 15, 2013.

- 4.4.18. **Invoices and Payments:** The Vendor should describe invoicing on a quarterly basis that should include but not limited to: itemization by date, test center and only actual test administrations, with no charge for no-shows. The Vendors should have the ability to accept electronic deposits.

4.5. **Mandatory Requirements**

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division.

- 4.5.1. The vendor shall provide to the Agency a high school equivalency assessment in both paper and computer based formats that is validated and reflects the skills necessary to master a high school diploma. This assessment will provide for the individual adult learner, the dropout at least seventeen (17) years of age or the Option Pathway student at least sixteen (16) years of age, the basis for the Agency to issue the West Virginia High School Equivalency Diploma.
- 4.5.2. The Agency shall be the sole issuer of the West Virginia High School Equivalency Diploma.
- 4.5.3. The assessment data shall be owned by the Agency and all data will be provided to the Agency by the Vendor.
- 4.5.4. The assessment must be aligned with the West Virginia's Next Generation Content Standards (West Virginia's Customized Common Core State Standards), <http://wvde.state.wv.us/next-generation>.
- 4.5.5. The vendor will provide a databank to house testing center data, such as, but not limited to, testing center details, personnel forms and approval process, inventory, accommodation tracking, ordering, etc., to be accessible daily from 7:00 A.M. to 7:00 P.M.
- 4.5.6. All materials shall be held strictly confidential and shall not be copied, duplicated, or disseminated in any manner or discussed with anyone other than the persons authorized by the Agency.

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- 4.5.7. The Agency's test centers shall reserve the right to return, any of the said paper based tests which are torn, mutilated or otherwise unusable, to the bidder. The Vendor shall replace all such returned tests and materials free of charge immediately upon the return thereof during the contract year. The Vendor will have no obligation to replace tests and materials free of charge when the damage has been caused by improper administration or when the loss has not been reported in accordance with the Vendor's published procedures.

Mandatory deliverables are defined as those services/milestones, etc. that the successful vendor shall provide after award and execution of the contract, based on the vendors RFP solution.

The following mandatory deliverables are associated with Section 4.

- 4.5.8. The successful Vendor must train WVDE staff in the following areas, which are directly related to the Vendor's proposed solution including but not limited to: information for testing/registration by test-taker, test preparation by Examiner, test administration, scoring process, communication of scores to test-taker, examiners and the implementation method.
- 4.5.9. The successful Vendor shall provide an assessment for the basis of a high school equivalency diploma in computer and paper versions.
- 4.5.10. The successful Vendor shall provide scoring of the assessment, reports, and transcripts for test takers.
- 4.5.11. The successful Vendor shall provide instructional support materials aligned to the assessment.
- 4.5.12. The successful Vendor shall provide a registration process with technical support.
- 4.5.13. The successful Vendor shall provide annual data warehousing and annual reports in a format agreed upon by the Agency.
- 4.5.14. The successful Vendor shall provide a seamless transition of data and information at the end of their contract with the Agency.
- 4.20. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

- 4.20.1. Materials and Information Required at Oral Presentation: The Vendor should describe their experience in providing high stakes assessment testing.
- 4.20.2. The Vendor should describe how specific test items will be developed and selected for the test. The Vendor should state number of forms of the tests that will be available in each language for paper based testing and computer based testing and the policy recommended for the number of re-tests a student can take.
- 4.20.3. The Vendor should demonstrate the types of test questions that will be included in the test.
- 4.20.4. The Vendor should conduct a live on-line demonstration connecting their computer to testing administration facility from beginning to end of the assessment process, including:
- A. Pretest or Practice Test
 - 1. Describe the availability of pre-test or practice tests.
 - B. Registration Process
 - 1. Demonstrate the registration process for PBT
 - 2. Demonstrate the registration process for CBT.
 - C. Administration
 - 1. Demonstrate the PBT format.
 - 2. Describe the test accommodations for students with disabilities for the PBT.
 - 3. Describe the technical requirements for hardware and software of CBT
 - 4. Demonstrate the CBT version.
 - 5. If there are different technical requirement for CBT in secure settings without internet access, the Vendor should describe requirements.
 - 6. Describe the test accommodations for students with disabilities for CBT.
 - 7. Provide /demonstrate a sample report of the annual data warehouse transfer.
 - D. Scoring
 - 1. Describe or demonstrate with a sample test the scoring process for CBT and PBT
 - 2. Describe the scoring process (On-Site, Off-Site) and/or demonstrate with a sample test.
 - 3. Turnaround time for scores on CBT and PBT.
 - 4. Describe how short essays or writings are scored.
 - E. Test Results
 - 1. Describe what file types are utilized and other data exchange requirements.
 - 2. Show a sample of the scoring results that provides information to instructors and test-takers of the need for further instruction, if required, with a prescription that supports continuous improvement of instruction.
 - 3. Demonstrate how the test-taker will be informed of scores.
 - 4. Demonstrate how the Examiner/ABE Instructor/Agency will access scores and data.
 - 5. Describe what demographic information is collected during the testing process
 - F. Test Security

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1. Demonstrate levels of security access for students, examiners, and administrators.

G. Show examples of test alignment with Common Core State Standards in:

1. Language Arts/Writing
2. Mathematics
3. Science
4. Social Studies
5. Other components for consideration

H. Correlation

1. Demonstrate the correlation of the test to other assessments such as Accuplacer, Compass, ACT or SAT.

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SECTION FIVE: VENDOR PROPOSAL

- 5.1. **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 5.2. **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. **Proposal Format:** Vendors should provide responses in the format listed below:
- Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
- Table of Contents:** Clearly identify the material by section and page number.
- Attachment A:** Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
- Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.
- Attachment B:** Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 4.5 of Section Four: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.
- Attachment C:** Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.
- Oral Presentations:** If established by the Agency in the Schedule of Events (Section 1.3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 4.6. During oral presentations, Vendors may not alter or add to their submitted proposal, but only to clarify information.
- 5.4. **Proposal Submission:** Proposals must be received in **two distinct parts**: technical and cost.
- **Technical proposals** must not contain any cost information relating to the project.

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- The vendor needs to provide six (6) convenience copies.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Bidders Submitting Bids above.

- 5.5. **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.
- 5.6. **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code §5A-3-11(h)** and **West Virginia Code of State Rules §148-1-6.2.5.**

SECTION SIX: EVALUATION AND AWARD

- 6.1. **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 6.2. **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

• Qualifications and experience	15 Points Possible
• Comprehensive plan for Project Deliverables and Activities	20 Points Possible
• Provide Test	
Printed and security shipped	5 Points Possible
Computer-based testing	10 Points Possible
• Provide professional development and Supplemental support	10 Points Possible
• Scan and score tests and provide test results and data base for storage of testing data.	10 Points Possible
• Cost	<u>30 Points Possible</u>
Total	100 Points Possible

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

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

- 6.2.1. Technical Evaluation: The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.
- 6.2.2. Minimum Acceptable Score: Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder’s technical proposal failing to meet the minimum acceptable score and the bidder’s technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code §5A-3-11(h)* and *West Virginia Code of State Rules §148-1-6.2.5*.

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- 6.2.3. Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

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Attachment A-1 List of High School Equivalency Assessment Sites

County	High School Equivalency Assessment Sites	Addendums
Kanawha	West Virginia Department of Education	All Counties
Barbour	Barbour County CTE Center	
Berkeley	Berkeley Career, Technical, Adult and Community Center	
Berkeley	James-Rumsey Technical Institute	
Boone	Boone County Career Center	
Brooke	Brooke High School	
Cabell	Cabell County Career Tech Center	
Calhoun-Gilmer	Calhoun-Gilmer Career Center	
Clay	Clay County High School	Clay Co. Bd. of Ed.
Fayette	Fayette Institute of Technology Center	
Grant	South Branch Career and Technical Center	
Hampshire	Hampshire County Career Training Center	
Hancock	John D. Rockefeller IV Career Center	
Hardy	Eastern WV Community & Technical College	
Harrison	Harrison County Alternative Learning Center	
Jackson	Ravenswood High School	Ripley High School
Jefferson	Jefferson County Board of Education	Harpers Ferry Job Corps
Kanawha	Garnet Career Center	
Kanawha	Regional Education Service Agency III	Charleston Job Corp Various Counties William Sharpe Hospital
Lewis	Lewis County GED Test Center	
Lincoln	Charles E. Yeager Career Center	
Logan	Ralph R. Willis Tech Center	
Marion	Marion County Adult Learning & Community Education Center	
Marshall	John Marshall High School	
Mason	Mason County Career Center	
McDowell	McDowell County Board of Education	McDowell Co. Correctional Ctr. Stevens Correctional Center Mineral Co. Detention Center
Mineral	Mineral County Vo-Tech	
Mingo	Mingo Career & Tech Center	
Monongalia	Monongalia Co. Tech-Ed. Center	
Monroe	Monroe County Public Library	Mercer Co. Workforce Ctr Mercer Co. Adult Basic Ed. Greenbrier Co. Bd. of Ed. Summers County Public Library
Nicholas	Nicholas County Career Tech Center	
Ohio	Wheeling Park High School	
Preston	Preston High School	Mountaineer Challenge Academy
Putnam	Putnam Career & Technical Center	
Raleigh	Academy of Career & Tech	
Raleigh	Regional Education Service Agency	Sophia One Stop Shop New River Community College Braxton Co. High School Snowshoe Career Center
Randolph	Randolph Technical Center	

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Roane	Roane GED Testing Center	
Taylor	Taylor County Technical Center	
Tucker	Tucker County Bd. of Ed.	
Upshur	Upshur County Board of Education	
Wayne	Wayne County Board of Education	Bison Community Center Wayne ABE Learning Center
Webster	Webster County High School	
Wetzel	Wetzel County Center for Children & Families	
Wood	Wood County Tech Center	Ritchie County Bd. of Ed.
Wyoming	Wyoming County Board of Education	Wyoming Co. Career Center

County	High School Equivalency Assessments in Juvenile Institutions	Addendums
Berkeley	Vicki V. Douglas Juvenile Center	Board of Child Care
Boone	Donald R. Kuhn Juvenile Detention Center	Tiger Morton Pressley Ridge at Grant Gardens
Cabell	Robert L. Shell Juvenile Center	Barboursville School
Greenbrier	Davis-Stuart School	
Hampshire	JM Chick Buckbee Juvenile Center	Burlington Center
Harrison	WV Industrial Home For Youth	Lorrie Yeager Juvenile Center
Ohio	Northern Regional Juvenile Center	
Pocahontas	Denmar Correctional Center	Southern Regional Jail
Raleigh	Beckley Center	Sam Purdue Juvenile Center Gene Spadaro Juvenile Center
Randolph	Elkins Mountain School	West Virginia Children's Home
Tucker	Kenneth Honey Rubenstein Ctr School	

County	High School Equivalency Assessments in Adult Institutions	Addendums
Berkeley	Eastern Regional Jail	
Cabell	Western Regional Jail	
Doddridge	North Central Regional Jail	Central Regional Jail Tygart Valley Regional Jail
Fayette	Mt. Olive Correctional Center	
Greenbrier	Anthony Correctional Center	
Hampshire	Potomac Highlands Regional Jail	
Kanawha	South Central Regional Jail	
Logan	Southwestern Regional Jail	
Marshall	Northern Regional Jail	
Mason	Lakin Correctional Center	
Pleasants	St. Marys Correctional Center	
Randolph	Huttonsville Correctional Center	
Taylor	Pruntytown Correctional Center	

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Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

List project goals and objectives contained in Section 4, Subsection 4:

Section 4, Subsection 4.4.3: The Vendor should describe their solution to the RFP and explain how it could be used as a basis for high school equivalency diplomas in both paper and computer based formats.

Vendor Response:

Section 4, Subsection 4.4.4: The Vendor should show experience in developing and administering large scale assessments using both paper and computer based formats, training for test administration staff, printing and shipping capabilities of tests and test related materials in a timely and secure manner. The Vendor, as part of this documentation, should include a minimum of three (3) professional references to substantiate the Vendor's capacity and qualifications. References should be current (within the past three years) and should include name, title, organization name, address, phone number and e-mail address. One of the references should reflect large scale testing with a minimum of 5,000 students. Do not include current Agency staff as references. The vendor needs to grant permission to Agency to contact the references.

Vendor Response:

Section 4, Subsection 4.4.5: The successful Vendor should identify the key Vendor staff, including the management team that would train the Agency, and describe how they would provide orientation to the Agency staff including information for testing/ registration by test-taker, test preparation by Examiner, test administration, scoring process, and the proposed methods for implementation.

The Vendor should describe any professional development assistance to the Agency that they will be offering to instructional staff and testing staff including timeline, format, frequency and content of the professional development.

The Vendor should describe:

- A) the frequency and format of continuous communications between the Vendor and the Agency staff. Communications should provide an opportunity to review and discuss task implementation and status; and,
- B) a plan for technical assistance for CBT and PBT during the contract period including the hours for telephone support.

Vendor Response:

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Section 4, Subsection 4.4.6. The Vendor's proposal should describe scoring in detail but not limited to the following processes:

- A) scoring both CBT and PBT;
- B) short essays and/or writings;
- C) scanning PBT answer sheets;
- D) timeline of scoring, posting and the transferring of scores to the Agency; and,
- E) how test-takers/Agency/Examiner will be notified of scores for CBT and PBT.

The Vendor should describe whether the assessment scores would be prescriptive and/or adaptable to indicate strengths and weaknesses.

The Vendor should indicate whether scores from previous high school equivalency assessments can be combined with the vendor's test scores and if so, how they would be combined.

Vendor Response:

Section 4, Subsection 4.4.7: The Agency is seeking a test that provides a variety of methods for answers, such as, but not limited to multiple choice answers, fill-in-the-blank, cloze items, and short essay answers. The Vendor should describe in detail all item layouts for their proposed assessment solution.

The Vendor should describe in detail how test questions will be developed and selected for the test, and show the evidence based research used to develop and select items for the test. Also describe how the proposed solution correlates to other assessments such as: Accuplacer, Compass, ACT and SAT.

The Vendor should describe in detail the demographic information that will be collected during the testing process.

The Vendor should provide and describe the number of forms of the tests that will be available in each language for PBT and CBT, and the number of usage for each form.

The Vendor should describe how pre-test or practice tests and instructional materials are aligned to the test and how they would be made available.

The Vendor should describe the method of providing:

- A) high school equivalency assessments in Braille, audio and large print versions;
- B) high school equivalency assessments in languages other than English; and
- C) multiple forms of the assessment for re-testers.

The Vendor should describe the process for determining cut scores for the test, which would equate to standards for the issuance of a West Virginia High School Equivalency Diploma and also indicate scores that predict college and career readiness. The Vendor should provide and describe the plan which identifies two (2) indicators:

- 1) Passing scores which are equal to or higher than those earned by the top 60% of graduating high school seniors; and,
- 2) Scores should also verify the level of performance that necessary for the student to successfully enroll in credit-bearing college courses.

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Vendor Response:

Section 4, Subsection 4.4.8 T The Vendor should describe the alignment of the assessment with the West Virginia Next Generation Content Standards and Objectives (West Virginia's Customized Common Core State Standards) and provide detailed information on how the test is incrementally aligned to the West Virginia's Next Generation Content Standards and Objectives over the life of the contract. This information should include an explanation of the content areas that will be covered in the test to include but not limited to:

- A) Language Arts/Writing
- B) Mathematics
- C) Science
- D) Social Studies
- E) Other components for consideration

Vendor Response:

Section 4, Subsection 4.4.9: The test should be validated and the Vendor should provide all documentation of the study, list of locations where the study was performed, the testing conditions, number of participants, percentage of participants making each score and other information describing the validation process.

The Vendor is to describe the process of reviewing and evaluating test material with the Agency six (6) months after award and thereafter annually to ensure test materials and outcomes are within the required parameters to indicate equivalency to a high school diploma.

Vendor Response:

Section 4, Subsection 4.4.10. The Vendor should describe how test accommodations for individuals with disabilities would be provided for both the CBT and PBT versions of the test and the process for student qualification. The Agency needs flexibility with the qualification process.

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Proposals should include a plan for complying with the Americans with Disabilities Act (ADA) of 1990.

Proposals should describe in detail some or all of the following testing accommodations for a PBT or CBT in each language:

- Extended time
- Special location/private room/small group
- Audiocassette
- Large print with extended time
- Calculator/talking calculator
- Scribe
- Supervised breaks
- Signed interpreted instructions for the deaf/hearing impaired.

Vendors should identify accommodations that are appropriate for CBT and PBT administrations and provide evidence of current and/or proposed application materials and model for accommodations application and approval, supporting documentation and decision process.

Vendor Response:

Section 4, Subsection 4.4.11: The Vendor should address the issue of national acceptance of the proposed tests by colleges, technical centers, employers, and other entities and institutions.

Vendor Response:

Section 4, Subsection 4.4.12: The Vendor's proposal should describe in detail the following:

A) annual data warehousing and annual downloading of new CBT items during each contracted year and how they will meet delivery deadlines of January 2 each contracted year;

B) a plan for annually printing and securely shipping test batteries and appropriate supplies such as scannable test answer booklets and calculators for the PBT;

C) how they will change the PBT forms each calendar year and provide West Virginia testing centers the required number of PBT batteries that are to be used the next calendar year, January through December, by the end of November of each contracted year;

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D) a guideline for secure storage of PBT, a detailed security plan of PBT, the security of CBT tests, and the process of keeping materials and data secure at all times during the project;

E) any supplemental supports to include but not limited to marketing materials for the general public and potential test-takers within the adult education system, and pre-test or practice tests;

F) Describe how pre-test or practice tests and instructional materials are aligned to the test, how they would be made available; and,

G) the process for the Agency to provide transcripts and diplomas.

Vendor Response:

Section 4, Subsection 4.4.13: The Vendor should describe in detail the paper and computer process for registration including how real time support is provided to examiners regarding issues connected to the ordering, delivery, administration, or scoring.

The Vendor should describe in detail the assignment of identification numbers to test takers.

The Vendor should provide a process for data matching with the Agency's management information system.

Vendor Response:

Section 4, Subsection 4.4.14: The Vendor should provide the technical specifications for their proposed approach to delivering CBT and any different requirements in correctional settings requiring off-line CBT.

The Vendor should describe how they plan to provide technical readiness tools, utilities or processes for local testing centers to use in verifying the capacity of their technical infrastructure for conducting CBT that are compatible with the Vendor's test administration platform. The verification tools should allow the Agency to identify centers that do not have the appropriate technology to administer the test. Technical readiness tools should include but are not limited to: technical assistance manuals and annual updates of the manuals.

Vendor Response:

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Section 4, Subsection 4.4.15: The Vendor should describe the process to provide a plan and deliver an annual (January – December) progress report including student data and an annual fiscal (July 1-June 30) progress report. The Vendor should provide this report in an electronic format such as Excel.

The Vendor should describe in detail what reports can be provided to the Agency and also include and describe in detail the formats to export data files to the Agency.

Vendor Response:

Section 4, Subsection 4.4.16: As part of this project, the state seeks to be in contract with a Vendor that will directly and fully participate in the transfer of the all student data and testing information to the state at the conclusion of the contract (either through the successful completion of the contract period or through termination). Successful transition should include, but not be limited to, demographic information, all student data and testing information. All student data and test information, testing center details, personnel forms and approval process, accommodating tracking and ordering in all forms developed for and used in conjunction with this project shall remain the property of WVDE in all phases of the transition. All deliverables become property of the WVDE in an electronic, editable form (e.g., Stamped CD with all student data and testing information).

The Vendor should provide a detailed schedule for the transition of tasks and events and a timeline for the transition of materials and procedures. The process should allow an effective and seamless transition between Vendors annually and at the end of this contract. The Vendor should include a list of all computer programs and software tools necessary to allow an end user to read and export any data provided by the Vendor under this contract.

The Vendor's proposal should describe in detail the process of transferring test results, student data, candidate demographic data, and reports.

Vendor Response:

Section 4, Subsection 4.4.17: The Vendor should describe in detail how their solution will allow for the local agencies (LEA) to purchase the tests directly from the Vendor (at the cost agreed upon in the RFP). This should include a timeline from the submission of a purchase order to receiving of the test (PBT and CBT).

The Vendor is to describe how LEA's should place initial purchase order that will guarantee that PBT should arrive at the test centers before December 15, 2013.

Section 4, Subsection 4.4.18: The Vendor should describe invoicing on a quarterly basis that should include but not limited to: itemization by date, test center and only actual test administrations, with no charge for no-shows. The Vendor should have the ability to accept electronic deposits.

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Vendor Response:

Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 4, Subsection .5:

Section 4, Subsection 4.5.1: The vendor shall provide to the Agency a high school equivalency assessment in both paper and computer based formats that is validated and reflects the skills necessary to master a high school diploma. This assessment will provide for the individual adult learner, the dropout at least seventeen (17) years of age or the Option Pathway student at least sixteen (16) years of age, the basis for the Agency to issue the West Virginia High School Equivalency Diploma.

Vendor Response:

Section 4, Subsection 4.5.2: The Agency shall be the sole issuer of the West Virginia High School Equivalency Diploma.

Vendor Response:

Section 4, Subsection 4.5.3: The assessment data shall be owned by the Agency and all data will be provided to the Agency by the Vendor.

Vendor Response:

Section 4, Subsection 4.5.4: The assessment must be aligned with the West Virginia's Next Generation Content Standards (West Virginia's Customized Common Core State Standards), <http://wvde.state.wv.us/next-generation>.

Vendor Response:

Section 4, Subsection 4.5.5: The vendor will provide a databank to house testing center data, such as, but not limited to, testing center details, personnel forms and approval process, inventory, accommodation tracking, ordering, etc., to be accessible daily from 7:00 A.M. to 7:00 P.M.

Vendor Response:

Section 4, Subsection 4.5.6: All materials shall be held strictly confidential and should not be copied, duplicated, or disseminated in any manner or discussed with anyone other than the persons authorized by the Agency.

Vendor Response:

Section 4, Subsection 4.5.7: The Agency's test centers shall reserve the right to return, any of the said paper based tests which are torn, mutilated or otherwise unusable, to the bidder. The Vendor shall replace all such returned tests and materials free of charge immediately upon the return thereof during the contract year. The Vendor will have no obligation to replace tests and materials free of charge when the damage has been caused by improper administration or when the loss has not been reported in accordance with the Vendor's published procedures

Vendor Response:

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this 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.

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(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

CBT* - includes both web-based and off-line versions.

Annual Recurring Costs After Implementation							
	CBT*			PBT			TOTAL
	Estimated Quantity	Unit Price	Total	Estimated Quantity	Unit Price	Total	
TEST (CBT or PBT) ANY OF THE CONTENT TEST AREAS IN ANY LANGUAGE, EITHER STANDARD, LARGE PRINT, AUDIO, or BRAILLE. Includes: SCANNABLE ANSWER SHEETS (LANGUAGE ARTS, WRITING, SOCIAL STUDIES, SCIENCE, READING, AND MATHEMATICS); CALCULATORS; TRANSCRIPTS; CORRECTION OF ERRORS ON REGISTRATION FORM; PRACTICE TEST, TESTING FEE, START-UP FEE; and SCORING FEE	2350			150			
BATTERY TEST (CBT OR PBT) PACKAGE (INCLUDES THE CONTENT TEST AREAS) IN ANY LANGUAGE, EITHER STANDARD, LARGE PRINT, AUDIO, or BRAILLE. Includes: SCANNABLE ANSWER SHEETS (LANGUAGE ARTS, WRITING, SOCIAL STUDIES, SCIENCE, READING, AND MATHEMATICS); CALCULATORS; TRANSCRIPTS; CORRECTION OF ERRORS ON REGISTRATION FORM; PRACTICE TEST, TESTING FEE, START-UP FEE and SCORING FEE	2300			50			
FEE FOR RETESTING (ONLY APPLIES TO A TEST BEING RETAKEN DUE TO PREVIOUS FAILURE OF TEST) AND INCLUDES CALCULATORS, TRANSCRIPTS; CORRECTIONS OR ERRORS ON REGISTRATION FORM; PRACTICE TEST, TESTING FEE, AND SCORING FEES	1150			10			

Annual Data Warehousing Fee	5		
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Grand Total Cost is equal to : CBT Total (Estimated X Unit Price) plus (+) PBT Total (Estimated X Unit Price) plus Annual Data Warehousing Fee (Estimated X Unit Price). All items listed above.

Grand Total Cost: \$ _____

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

Vendors must realize that quantities, when provided, are estimates and will be used in the evaluation of the RFP. However, it is the intent of the RFP that this contract be awarded as an open-end contract. The vendor's rate will be established as a result of this award, but the quantity of items needed will be considered open-ended, to be authorized in advanced by the Agency. The estimated quantities above are for bid evaluation purposes only and is not a commitment to purchase the quantities listed.

Vendor Name: _____

Representative's Name: _____

Address: _____

E-mail: _____

Phone: _____ Fax: _____

Signature of Representative: _____

Date: _____

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If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
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: _____

RFQ No. EDD398716

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 _____

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment
PO# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

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.: EDD398716

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.