



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

Solicitation

NUMBER
EDD398772

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

DEPARTMENT OF EDUCATION

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

SHIP TO

DATE PRINTED
08/28/2013

BID OPENING DATE: 10/02/2013 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 LOCATED AT 1900 KANAWHA BLVD., EAST, BLDG. 6 CHARLESTON, WV 25305-0330 REQUEST A PROPOSAL TO ENGAGE THE SERVICES OF A VENDOR TO PROVIDE THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A STATEWIDE LONGITUDINAL DATA SYSTEM FOR PRE-K THROUGH 12TH GRADE (P-12) PER THE ATTACHED SPECIFICATIONS, INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS.		
				A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON SEPTEMBER 11, 2013 AT 10:00 AM - SEE INSTRUCTIONS TO BIDDERS ATTACHED.		
0001	1	JB		220-34		
				FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF		
				A STATEWIDE LONGITUDINAL DATA SYSTEM FOR PRE-K THROUGH 12TH GRADE (P-12) THAT PROVIDES EDUCATORS, POLICY MAKERS, AND RESEARCHERS WITH ACCESS TO ESSENTIAL DATA, DATA ANALYSIS TOOLS AND PROFESSIONAL DEVELOPMENT TO SUPPORT STUDENT ACHIEVEMENT AND SCHOOL IMPROVEMENT.		

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER
EDD398772

PAGE
2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

DATE PRINTED
08/28/2013

BID OPENING DATE: 10/02/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ EDD398772 ***** TOTAL:						_____

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

- A pre-bid meeting will not be held prior to bid opening.
- A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:
 September 11, 2013 at 10:00 am Vendors must enter building 7 thru security and someone will be there beginning at 9:30 to escort them to meeting
 West Virginia Department of Education
 1900 Kanawha Blvd. East
 Building 6 - Basement Room 18
 Charleston, WV 25305-0330
- 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: September 13, 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: October 2, 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.

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 Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS’ COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers’ compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award 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 - \$1,000,000.00 minimum

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.

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

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

- 1.1. 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-3-10b** for the West Virginia Department of Education (hereinafter referred to as the "Agency") to provide for the development of a comprehensive State Longitudinal Data System (SLDS) for West Virginia public schools that provides educators, policy makers, and researchers with access to essential data and data-analysis tools to support student achievement and school improvement. The intent is to secure bids to establish an open-end statewide contract.
- 1.2. 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.

- 1.3. Schedule of Events:

Vendor's Written Questions Submission Deadline.....	09/13/2013
Non-Mandatory Pre-bid Conference.....	09/11/2013
Addendum Issued.....	TBD
Bid Opening Date.....	10/02/2013
Oral Presentation (<i>Agency Option</i>)	TBD

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

SECTION FOUR: PROJECT SPECIFICATIONS

4.1. **Location:** The West Virginia Department of Education (WVDE) is located in the State Capitol Complex, Building 6, 1900 Kanawha Blvd., East, Charleston, WV 25305-0330. The products and services will be provided to the Agency for use across the entire state. Yeager Regional Airport (<http://www.yeagerairport.com/>) is just minutes away from the Agency.

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.

There are four levels in the West Virginia public education system: the individual school, the County Board of Education (District or Local Education Agency or LEA), the Regional Education Service Agency (RESA), and the West Virginia Department of Education (Agency) serving the State Board of Education. Each of these levels will work closely together to ensure a successful implementation.

The state is divided into eight multi-county RESAs that provide educational programs and administrative services to each RESA's county school systems. All RESAs employ computer technicians who provide direct assistance to schools in the operation and maintenance of computer systems, including the maintenance of computer equipment after warranty. The Agency and RESAs also assist the 55 county school districts with technology planning and implementation and professional development.

West Virginia Education Information System (WVEIS)

The WVEIS project was created in 1990 by the state of West Virginia to ensure standardized data collection and reporting to the Agency. By consolidating individual county computer systems into several larger RESA-based systems reporting processes were streamlined and individual county expenses were reduced. The WVEIS project has grown to include every county Board of Education office and school in West Virginia and has formed a Wide Area Network (WAN) with links to each RESA office in the state as well as to the Agency. It provides all the necessary information for school, district, Elementary and Secondary Education Act (ESEA), and Individuals with Disabilities Education Act (IDEA) accountability and for federal and state reporting, such as monitoring the West Virginia Board of Education's annual goals.

The current, transactional student information system (SIS) is used primarily by administrators and secretarial staff for data entry and day-to-day operations. Recently, a web interface and data-entry platform—WVEIS on the Web (WoW)—was developed by the Agency's Office of Information Systems (OIS). The WoW, which has been introduced at the discretion of individual LEAs, allows educators to use the WVEIS's real-time data reporting to drive personalized and differentiated instructional decisions. The Agency and district staff members routinely use various WVEIS data elements to determine technical assistance and professional development needs of schools and students, to plan educational interventions, and to monitor and evaluate the efficacy of programs.

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

The Agency currently operates a Local Area Network (LAN) of approximately 250 desktop PC workstations, printers, one IBM iSeries Server, and several Web/Application servers housed in racks within a secure Network Operation Center. Internet access from within the LAN is provided via the State's Wide Area Network backbone. The Agency maintains its own router between the WVDE LAN and the state backbone. PC workstations are connected to the LAN via Ethernet connections. Printers are connected either to individual workstations or in some cases to the network via direct Ethernet connections. Several copiers are also connected to the LAN and shared as network print devices and scanning servers.

The vendor's proposed solution must be compatible with the K-12 public school environment, as the majority of stakeholders are likely to access the statewide longitudinal data system (SLDS)—the data warehouse and reporting solution—for which this RFP is being written, from the school location. Currently, a unified K-12 intranet exists behind two Cisco PIX fire walls located at two POPs (Points of Presence). The schools have Cisco routers and have been assigned a large number of private IP addresses for use behind the fire walls.

All West Virginia schools are connected to a wide area network, which provides access to the Intranet and Internet Servers, and are located at the Agency (Southern POP in Charleston and the Northern POP in Morgantown). This infrastructure allows approximately 700 public schools access to the Internet. The Agency operates an IBM I-series Server where the WVEIS data reside.

The majority of public schools have a T-1 line and fewer than 10 schools have 56KB lines. All access is shared with the WVEIS traffic for WAN communications using TCP/IP protocol. Schools utilize Microsoft Internet Explorer, Firefox, Chrome, and Safari browsers.

Approximately 700 public schools in 57 school districts of West Virginia are connected with a privately addressed TCP/IP statewide network. The network uses the private Class A range of 10.0.0.0 IP addresses. The POPs are equipped with Cisco 6513 switches that contain Cisco router and Cisco PIX firewall modules that route and translate the private IP addresses to our Class B 168.216.0.0 public network IP addresses. A Packeteer appliance is used to manage bandwidth. The POPs are located in the WVNET facilities in Morgantown, WV and in the IS&C facilities at Building 6 of the State Capitol Complex at Charleston, WV. Each one of the two POPs connects approximately 70,000 unique computers to the Internet with 3 gigabits/second of bandwidth.

While WVEIS currently fulfills state and federal minimum reporting requirements, it does not meet all the rapidly evolving data demands of public education in the 21st century, particularly the need for data to drive educational decision making at all levels.

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

Project Overview: Statewide Longitudinal Data System (SLDS) and the Data Warehouse and Reporting Solution (DWRS)

The Agency received funding from the U.S. Department of Education to design, develop, and implement an SLDS for pre-K through 12th grade (P-12). With funding from this grant, the Agency seeks a DWRS in order to deliver a comprehensive SLDS that provides educators, policy makers, and researchers with access to essential data, data-analysis tools, and professional development to support student achievement and school improvement.

The Agency is seeking a DWRS that will

- provide stakeholders with timely access to information and reporting tools while adhering to user-access roles, security and encryption rules, and privacy requirements at all times
- allow for the creation of reports that include longitudinal statistics on school systems and groups of students to guide school-, district-, and state-level improvement efforts
- help the Agency implement policies and promote practices, including professional development and credentialing, to ensure educators know how to access, analyze, and use data appropriately

The establishment and maintenance of a high-quality P-12 DWRS will not only improve the function of West Virginia's public schools, it will dramatically improve the quality of the data elements that feed the state's P-20W system, a multi-agency initiative spanning pre-K through Workforce. The P-12 and P-20W are separate, but simultaneous efforts being developed in the State. A successful DWRS provides information to help improve student achievement while addressing other key state educational policy questions through the effective use of data warehouse and reporting tools that drive educational decision making.

The DWRS will have many more broad uses and it will be fed by WVEIS data. In addition, the work associated with the DWRS should adhere to the mission statement newly established by the Data Governance Committee. It is relevant here in that it gives the overview of what this committee envisions the DWRS to be able to do as part of the SLDS:

The PK-12 Statewide Longitudinal Data System is being developed to ensure that a single, secure source of accurate, high-quality information is available for end users (e.g. school personnel, teachers, administrators, WVDE staff, policymakers, public, etc.) to

- add value to educational decision-making processes
- improve educational outcomes for students in West Virginia.

In this sense, the Agency wants to develop and implement a system that will aid in decision-making of various stakeholders through data use, data visualization, and data reporting. The DWRS should include a clear, easy-to-use site where stakeholders have the opportunity to make sense of data through static reports, and customizable reports through parameter pull-downs. It is the hope of the Agency that the DWRS will become an integral part of various decision-making processes across multiple levels—state, RESA, LEA, and school—and that the capacity to use, understand, and implement program (or other) change, based on the data, will occur through the system, its supporting documentation, and training. To date, the WVEIS has been adapted sufficiently to accommodate the regularly expanding list of required state and federal data elements, and reporting needs of the Agency. Although the Agency has kept pace

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

with the demands, it has not been able to document them properly or strategically support data-driven decision making. The DWRS would be the solution to support proactive and strategic data-driven decision making.

The DWRS must ensure the adherence to the requirements in the following Acts:

- The Children's Internet Protection Act (CIPA) is detailed at the URL <http://www.fcc.gov/cgb/consumerfacts/cipa.html>.
- The Family Educational Rights and Privacy Act (FERPA) must not be violated by any solution. Refer to <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html> for information about FERPA.
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) must not be violated by any solution. Refer to <http://www.hhs.gov/ocr/privacy/> for information about HIPAA.
- The Children's Online Privacy Protection Act (COPPA) must not be violated by any solution. Refer to <http://www.ftc.gov/coppa/> for information about COPPA.

And of course, the confidentiality of data (as required by FERPA) must be assured, and public documentation pertaining to data access is a necessity. User-access roles, encryption, security rules, and privacy regulations must be adhered to at all times through the SLDS solution.

The Agency understands the value of accessible, transparent, and accountable data while adhering to the aforementioned security requirements. Simultaneously, data access rules and procedures must facilitate appropriate data usage and still ensure individual privacy. The Data Governance Committee will define all necessary DWRS role access groups (e.g., stakeholders) in partnership with the successful vendor. These roles will be detailed in a Role Access Guidance Document. In addition, the DWRS will use authentication and security technologies to assign different access levels and impose strict rules for data suppression and aggregation.

The DWRS should have the capacity to use a common set of data elements with common data standards for comparing data among programs, such as the Common Education Data Standards, to facilitate data exchange among the Agency, LEAs, and other entities. In addition, the DWRS should be interoperable with external systems to facilitate appropriate and secure data exchange to drive educational decision making.

The Agency believes an effective DWRS is responsive to various users beyond simply providing access to the data. The DWRS will ultimately drive decision making through tailored and flexible reporting, analysis, and visualization tools that take into account multiple user inputs and evolving user needs. The Agency will deploy comprehensive trainings that prepare users to access the data tools and products through the successful implementation of the DWRS.

As part of the effective DWRS implementation and transition to the Agency, the successful vendor will be required to develop a plan for providing general access and navigation training to Agency program staff.

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

The successful vendor also will archive the training materials and embed them within the SLDS solution to be accessible to all end users.

At the conclusion of the contract, the Agency will continue to promote data quality, access, and use by embedding a professional development plan within the SLDS sustainability roadmap. The Agency will maintain participant databases and continue training key state and regional trainers, revising the SLDS support structure, and conducting regular needs assessments to ensure that the DWRS constantly evolves to meet changing needs.

4.3. Qualifications and Experience

Vendors will provide in **Attachment A: Vendor Response Sheet** information to document and provide evidence of the vendor's capability to perform under this RFP.

As part of the WVDE's PK-12 SLDS initiative, the first goal is to select a vendor whose qualifications meet or exceed those needed to design, deploy, and provide professional development for, a statewide Data Warehouse and Reporting System (DWRS).

The successful vendor will be expected to provide a comprehensive set of services which consist of

- Developing the infrastructure and Architecture required to meet the goals outlined in this RFP
- Providing hardware Support, Software Development, and Network Infrastructure services
- Providing Technical Support and integration
- Analysis and Reporting
- Professional Development Resources
- Training
- Project Management

Vendors must provide evidence of their ability to meet the requirements and specifications set forward in this RFP. Furthermore, vendors' proposals must describe in detail how they intend to meet the goals of this RFP.

- 4.3.1 The Vendor's proposal must consist of a detailed narrative that describes its company, including but not limited to
 - 4.3.1.a. The Vendor's origin, mission, historical growth (including when the company was established), and the hours of operation of the Vendor that proposed to perform services required by this RFP.
 - 4.3.1.b. Prior experience developing and successfully implementing statewide or large-district projects including a data warehouse and reporting solution for a statewide educational agency or major metropolitan school district within the past five years. These projects should be comparable in size or larger than the proposed solution for the WVDE, its 55 Local Education Agencies, and its 600+ schools and 200,000+ student population.
 - 4.3.1.c. Description and methodology of education-related projects.
 - 4.3.1.d. Description of educational expertise, qualifications, certification, etc.
 - 4.3.1.e. Any relevant experience that indicates the qualifications of the Vendor, and any subcontractors, in the performance of this contract.

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

- 4.3.1.f. A list of contracts the Vendor has had during the last five (5) years that relate to the Vendor's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. Include a brief summary of each project's goal, deliverables, milestone events, etc., and the role of the Vendor in accomplishing such items.
- 4.3.2 The successful Vendor must document its knowledge related to the technical aspects of the solution and the capacity to successfully train WVDE staff according to the goals in this RFP.
- 4.3.3 The Vendor's proposal must also consist of narrative that describes, in detail, the Vendor's:
- 4.3.3.a. Experience of staff (list qualifications, educational background, certifications, etc.) who will be assigned to this project, including key subcontractors when applicable.
- 4.3.3.b. The amount of time (FTE allocated to the project) each staff is to be assigned to the project.
- 4.3.3.c. Experience of staff in completing similar projects. Include specifics regarding the data model, reporting, analytics, and any other key deliverables/components/aspects of the projects.
- 4.3.4 The vendor should provide résumés for the key project staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. The Vendor must commit that staff identified in its proposal to actually perform the assigned work. Any staff substitution should have comparable experience and qualifications, and has to have prior approval by the WVDE.
- 4.3.5 The Vendor's proposal should provide references that list names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for which work (comparable to that required by this RFP) has been accomplished, and briefly describe the type of service provided. The Vendor must grant permission to WVDE to contact the references. Do not include current WVDE staff as references. Contacting references will be at the discretions of the WVDE.

4.4. Project Goals

The project goals are listed below; detailed information about the project goals, objectives, and specifications follow.

- 4.4.1. Goal I: Infrastructure, Architecture, and Development
- 4.4.2. Goal II: Technical Support
- 4.4.3. Goal III: Analysis and Reporting
- 4.4.4. Goal VI: Professional Development Resources
- 4.4.5. Goal V: Project Management
- 4.4.6. Goal VI: Transition Strategy

4.4.1. Goal I: Architecture, Infrastructure, and Development

As part of the WVDE's PK-12 SLDS initiative, the first goal is to contract with a vendor that can provide the necessary components and identify the necessary architecture, infrastructure, and software deliverables needed to build and train on a Data Warehouse and Reporting System (DWRS), either

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

through the Vendor's own resources and/or through subcontractors. If using a subcontractor, the WVDE will only sign a contract with the successful Vendor that will act as the single point of contact for the WVDE and who retains responsibility for the performance of this contract and the work performed by its subcontractors.

As part of goal 1, the WVDE seeks to ensure that the successful vendor is able to provide a stable environment for the DWRS. This includes assuring that (1) all proposed hardware meets all needs of the DWRS and maintains a high level of availability (available at least 22 hours daily); (2) software is developed or maintained to address issues in a timely fashion; and (3) network issues result in as few outages as possible (historical performance of no more than one per quarter).

The project objectives for 4.4.1. are:

- 4.4.1.1. For the successful Vendor to provide a DWRS owned and operated by the WVDE-- and accessible to the WVDE, Regional Education Service Agencies, Local Education Agencies, schools, and the public. Vendors are to provide proof of their ability to meet the specifications associated with goal objectives and required by this RFP, include the following:
 - 4.4.1.1.a. a detailed explanation of the process and associated steps taken to implement a DWRS;
 - 4.4.1.1.b. a list of all proposed software required to implement the DWRS. List the manufacturer of the software and recommended version levels. If the successful Vendor has developed custom software for components of the DWRS, this software should be described along with details about successful implementations with other customers. Specify whether the software is server side or client side and specify the acceptable browsers and any necessary plugins at the client level;
 - 4.4.1.1.c. the proposed database infrastructure to be utilized for the DWRS. List any unique features of the proposed database which are critical to the implementation of the DWRS. Describe any limitations the database may have related to access using standard SQL. Describe any connectivity options such as Open Database Connectivity [(ODBC)/Java Database Connectivity(JDBC)] the database supports;
 - 4.4.1.1.d. the minimum hardware requirements for all servers used as a part of the DWRS, along with details about hardware required to accomplish load balancing if needed;
 - 4.4.1.1.e. the network requirements of the proposed solution, along estimated bandwidth needs as well as documentation supporting the estimates;
 - 4.4.1.1.f. the methodology used to determine storage capacity requirements of the proposed solution. The initial storage capacity of the proposed solution should allow for ten years of longitudinal data based on a student population of approximately 300,000 students and approximately 40,000 teachers and administrators. Describe scale up strategy for additional storage and its maintenance. Include any cost details in the separate cost proposal;

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

- 4.4.1.1.g. any additional hardware or software that is required to make the system fully functional which was not listed in the previous sections such as firewalls or minimum requirements for workstations;
 - 4.4.1.1.h. a diagram, including notations/descriptions, that shows the system configuration and alternatives for each layer including the need for dedicated hardware or the use of virtualized services. Describe how the Vendor will work with the WVDE to ensure all required hardware and software are in place to successfully develop and implement the DWRS. While the WVDE intends to purchase required hardware (including servers, backup hardware, network cards, etc.) external to this RFP, the vendor may provide, as an option, a cost proposal for vendor supplied servers and additional hardware as part of the cost proposal as outlined in Section 5.3.;
 - 4.4.1.1.i. how the Vendor will adequately staff this objective. Include a description of the Vendor's organizational hierarchy, the communication protocols and structure to keep the WVDE informed, and the identification of critical issues/problems and how those are escalated and monitored until resolution.
- 4.4.1.2. Ensure that the DWRS solution includes appropriate validation processes to ensure consistency from source and each step through which the data travel that result in end-use of the DWRS. Specify the proposed process, timeline, and benchmarks to validate data from source to destination that includes each step through which the data will travel; and identify, repair, and notify WVDE staff with regard to data validation.
- 4.4.1.3. Ensure that the DWRS solution sufficiently encrypts and protects data from their identification in the source database to potential analyses of those data (beginning to end). Provide a detailed description of
- 4.4.I.3.a. how the proposed solution provides adequate protection of educational student and staff data while adhering to the various requirements of this RFP including, but not limited to those Acts listed in Section 4.2 (i.e., FERPA, COPA, and HIPAA)
 - 4.4.I.3.b. the proposed solution's data-encryption techniques, and
 - 4.4.I.3.c. successful examples from prior completed contracts, along with issues/shortcomings that had to be resolved in those contracts and the manner in which they were resolved.
- 4.4.1.4. Allow for role-specific access across all levels of the DWRS by providing
- 4.4.1.4.a. a detailed explanation of the steps to ensure the proposed solution supports role-specific access
 - 4.4.1.4.b. detailed information on the steps proposed in the solution to support the masking of data, while preserving database linkages, between the source database and any target databases that would be accepted in the DWRS.
- 4.4.1.5. For the successful Vendor's solution to function as a seamless component of West Virginia's educational network and public Internet as appropriate.

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

- 4.4.1.5.a. Provide detailed narrative of how the proposed solution functions within a privately addressed network. The narrative should include (at a minimum) specific details around (1) any IP translation issues that may need to be addressed by the WVDE prior to implementation; (2) firewall considerations; (3) a comprehensive list of all ports required for every component of the Vendor's proposed solution; and (4) encryption details.
 - 4.4.1.5.b. Provide detailed narrative that describes the installation and contingency plans, and timeline for installation of the DWRS.
 - 4.4.1.5.c. Provide detailed narrative of considerations when the Vendor's proposed solution is accessed via the public Internet. The narrative should address (at a minimum) (1) risks associated with public Internet access; (2) how the Vendor will adhere to user-access roles, privacy requirements, and suppression rules throughout public report development; and (3) encryption details.
- 4.4.1.6. For the successful Vendor to provide a DWRS that appropriately load-balances heavy system use and uses automated upgrades. Provide detailed narratives on how the Vendor proposes to implement a system that uses automated upgrades of Operating Systems, software, and database components. Describe the process including planning, implementation, verification, and evaluation.
- 4.4.1.7. For the successful Vendor to provide its robust software and its software problem resolution plan. The specifications associated with this objective include:
- 4.4.1.7.a. how the proposed reporting tool can handle simultaneous secure authentication from various locations across the state and quantify estimated performance degradation; and
 - 4.4.1.7.b. a detailed narrative of the Vendor's proposed support structure for software development and implementation issues. The narrative should address the levels of software failure and escalation path for issues from identification to resolution; and a proposed plan regarding software issues for issue identification, issue ownership, and issue resolution during development, implementation, and transition to WVDE operation of the DWRS.
- 4.4.1.8. Describe the schedule of patches and fixes, and the proposed plan to test components of the DWRS to ensure successful design, development, implementation, and transition to WVDE operation of the DWRS.

4.4.2. Goal II: Technical Support

As part of the WVDE's PK-12 SLDS initiative, goal 2 is to assure that the Vendor's DWRS proposal has sufficient technical support available to facilitate a smooth knowledge transfer to the WVDE. The successful Vendor's solution is expected to interface with critical WVDE data systems, West

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

Virginia's P-20 Data Warehouse, and other data sharing partners.

The project objectives for this goal are as follows:

- 4.4.2.1. For the successful Vendor to provide a solution that allows for the successful data exchange with the WVDE and external data systems to support an effective DWRS. The specifications associated with this objective include the following. Include relevant examples from previous work with statewide or comparable education systems:
 - 4.4.2.1.a. Describe in detail the proposed process to populate the DWRS.
 - 4.4.2.1.b. Provide a detailed narrative describing the tools the Vendor's solution leverages for (1) the Extract, Transform, Load (ETL) process, (2) reporting processes, and (3) analysis and interpretation of data in the reports.
- 4.4.2.2. For the successful Vendor to provide a DWRS that has appropriate levels of support and training for the WVDE technical staff. The specifications associated with this objective include the following:
 - 4.4.2.2.a. Provide a detailed list of the proposed documentation, the process to develop documentation, and the expected content of the documentation that will be provided to the WVDE as part of the installation and configuration of the Vendor's proposed solution. Describe the necessary software that is required to access the documentation.
 - 4.4.2.2.b. Describe any Data Dictionary tools (auto generated & updating) included with the vendor's proposed solution.
 - 4.4.2.2.c. Specify which of the Vendor's listed staff or sub-contractors will be responsible for each aspect of the documentation development and knowledge transfer processes. Provide examples of how these staff have successfully developed technical documentation and trained technical staff during transition in prior projects.
 - 4.4.2.2.d. Provide a detailed narrative of the anticipated installation schedule, including a proposed knowledge transfer plan.

4.4.3. Goal III: Analysis and Reporting

As part of the WVDE's PK-12 SLDS initiative, the WVDE seeks to enhance stakeholders' abilities to make informed, data-driven decisions from a single, valid source of information to improve West Virginia's education system. One way to do this is through clear, informative, and intuitive reports that use the state's vetted, certified education data accessible to stakeholders at all levels of the system, while adhering to all required security and privacy requirements set forth in this RFP.

The reports created through the DWRS will meet multiple purposes, including but not limited to:

- Federal and state reporting

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

- Supporting policy decisions
- Informing program development and evaluation
- Within and cross-state comparisons
- Linking validated data that are collected within and outside the WVDE's transactional system
- Providing on-the-fly and static reporting

Reports should be designed in such a way that they provide information about students, schools, counties, and the state using data available in the DWRS to help inform decision-making. The WVDE seeks, through the use of an interoperable electronic platform, to produce data-based reports that are timely, relevant, and usable to stakeholders including students, teachers, parents, administrators, policymakers, and the general public in traditional, as well as, innovative formats. Interpretability of this information will be enhanced through innovative graphic displays and print-optimized files.

The project objectives for this goal are as follows:

- 4.4.3.1. For the successful Vendor to develop flexible reporting tools that can pull from mapped elements within the data model and are integrated with the proposed DWRS solution for the WVDE. To meet this objective, provide responses for the following:
 - 4.4.3.1.a. the proposed development, implementation, and training strategy to provide reporting tools with web-based interfaces;
 - 4.4.3.1.b. the proposed reporting tool and its features;
 - 4.4.3.1.c. the steps proposed to develop, test, monitor, support, and revise as necessary, a reporting tool that can support the target number of concurrent and total users while applying suppression rules;
 - 4.4.3.1.d. how the tool allows all users to build custom reports while also applying privacy requirements, suppression rules, and user-access roles;
 - 4.4.3.1.e. how the proposed reporting tool can provide varying levels of security access for running reports, creating reports, publishing reports, and any other needed reporting functionality for users;
 - 4.4.3.1.f. how the product is scalable.
 - 4.4.3.1.g. the design principles, design elements, proofing process, style guide, and signature sign-off procedures for electronic and print-on-demand reports; and
 - 4.4.3.1.h. the capacity that the creation and modification of reports can also be carried out via a thin client or thick client. Specify whether the proposed reporting tool includes a thick client as well as a thin client, and if so describe which features are available in each.

- 4.4.3.2. To provide reports that have drillability up, down, and through data, and export capabilities, based on role-level access, as specified in Goal 1. To meet this objective:
 - 4.4.3.2.a. describe in detail how the proposed solution allows users to drill up, down, and through data in any relevant report while adhering to user-access roles, privacy requirements, and suppression rules;
 - 4.4.3.2.b. describe in detail how the Vendor allows users to configure reports to adjust the parameters;

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

- 4.4.3.2.c. describe in detail how the proposed solution will allow for exportable files in multiple formats that pull from the DWRS while adhering to user-access roles, privacy requirements, and suppression rules. Specify the formats in which the proposed solution will be able to export files, the development process used to make reports exportable, and the way in which end-users will access tools to export files.

4.4.4. Goal IV: Professional Development Services

As part of the WVDE's PK-12 SLDS initiative, the WVDE seeks to have effective professional development services provided by the successful vendor, which will be delivered through a variety of relevant, ongoing, and continuous models. This professional development is meant to help equip developers and end-users with the skills and knowledge needed to effectively manage and use the DWRS. End-users should be equipped to make data-driven decisions (e.g. policy development, administrative operations, instructional practice, and strategic planning) that impact the education of students through enhanced data access and effective reporting at multiple levels (e.g., grade, school, LEA, regional, state).

The project objectives associated with Goal 4 are listed below:

- 4.4.4.1. To develop a training plan that demonstrates the capacity of the Vendor to deliver the training, demonstrate evidence of enhancing the capacity of training recipients, and to demonstrate differentiated training goals and methods for WVDE developers/programmers, train-the-trainer recipients who will disseminate information/provide training, and end-users.
- 4.4.4.2. To conduct training sessions and create training modules, both initial and follow-up, with differentiated goals for WVDE developers/programmers using face-to-face trainings, supporting documentation, and resources to support this group; train-the-trainer recipients who will disseminate information/provide training within WVDE, to school and district users, and to other public-facing users who wish to access the publicly available portions of the SLDS; and end-users that include both electronically mediated modules and print-ready resources.
- 4.4.4.3. The contractor should be on-site at WVDE to (1) install and implement the DWRS in a test environment, with the intent of ultimately moving it to a live environment; (2) to train 2-5 technical support staff on installation and maintenance of all components of the DWRS; (3) to train 5-10 functional experts on use of the reporting tool to build, modify and run reports; (4) to train 2-5 technical support staff on use of the ETL tool to modify delivered mappings and create new ones.

4.4.5. Goal V: Project Management (include an objective about communication strategies with state)

As part of the WVDE's PK-12 SLDS initiative, the fifth goal of the project is to have a comprehensive and responsive management plan that supports the development and execution of the DWRS and all associated goals stated in this RFP. The WVDE believes that strong project management is paramount

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

to an initiative's success and it should include an efficient and complete communication strategy to support WVDE with the goals and objectives within this RFP.

In addition, holistic project management should allow the state to understand the scope and sequence of the project through access to clearly articulated project schedules, staffing allocations, proposed timelines and deliverables, success metrics, phasing, issue and risk management, tracking, and resolution.

The project objectives associated with Goal V are listed below:

- 4.4.5.1. To develop a comprehensive project management plan to drive project success in Goals 1 through 5. As part of this project management plan, the vendor should provide a complete description of proposed project management tools, which include samples from previously completed projects, processes, and deliverables that will be used to manage the work of the Vendor and all interactions with the WVDE. It should be clear from the description that the Vendor has the capacity to implement and manage a project of the size and scope of the WV SLDS Initiative.
- 4.4.5.2 To engage in effective communication strategies that bring the communication plan to fruition. The specifications for this objective include:
 - 4.4.5.2.a. detailed plans to the WVDE around creating engaging, effective electronic communications for use with the SLDS initiative and camera-ready electronic and print-optimized content for posting on the WVDE's SLDS website; and
 - 4.4.5.2.b. a detailed description of how the Vendor prepares and disseminates appropriate communications to personnel identified by the WVDE to ensure that all critical staff members are fully informed about project development and execution.

4.4.6. Goal VI: Transition Strategy

As part of the WVDE's PK-12 SLDS initiative, the state seeks to be in a contract with a Vendor that will directly and fully participate in the transfer of the program to the state at the conclusion of the project (either through the successful completion of the contract period or through termination). Successful transition should include, but not be limited to, a transition plan, meetings, identification of a core transition team, associated team members, documentation, and any resources to promote successful sustainability of the DWRS. As stated in Section 4.5, Mandatory Requirements, all materials and products regardless of the forms developed for and used in conjunction with this project shall remain the property of WVDE regardless of the phase of transition. All deliverables become property of the WVDE in an electronic, editable form (e.g., stamped CD with all documentation, videos, manuals, business rules, etc.). The solution is not proprietary.

The objectives for this goal include:

- 4.4.6.1 To transfer the program and all associated deliverables to the WVDE by project conclusion. The responses to this objective should provide

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

- 4.4.6.1.1 Detailed information regarding the duration of the proposed transition plan, including transition meetings, core transition team members, FTEs required for transition team, administrative rights and access to all project deliverables;
- 4.4.6.1.2 A detailed schedule for the transition that presents a sequential, step-by-step description of the tasks or events and a timeline for the transition of materials and procedures; and
- 4.4.6.1.3 Detailed information on maintenance for the software and hardware, if applicable, to successfully support the DWRS.

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

- 4.5.1. All aspects of the proposal must adhere to rules and regulations set forth in the, Child Information Protection Act (CIPA), Family Educational Rights and Privacy Act (FERPA), Child Online Protection Act (COPA), and Health Insurance Portability and Accountability Act (HIPAA).

THE SOLUTION SHALL NOT BE PROPRIETARY

- 4.5.2. Vendor must agree that the vendor-developed DWRS and all associated deliverables will be owned and operated by the WVDE upon project conclusion.
- 4.5.3. Vendor must relinquish ownership of the DWRS to the Agency upon project conclusion.

4.6. Oral Presentation

4.6.1. Materials and Information Required at Oral Presentation:

The Evaluation Committee will require, as a part of the written technical evaluation, bidders to demonstrate their proposed solution(s) and/or to provide an oral presentation. This may include any function, product, or system capability included in the bidder’s proposal. Bidders shall prepare a demonstration of all components of the proposed solution to a substantial level of its functionality and compliance with the specifications of this proposal.

The demonstration shall take place in the vicinity of Charleston, West Virginia. The bidder will be responsible for set-up for the demonstration and for expenses incurred in preparing for and providing the demonstration. Agency will provide bidders a minimum three-week notice to

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

prepare for the demonstration. Bidders may not have a choice as to demonstration date or time. The presentation shall be no longer than two hours.

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

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

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.
- **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..

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

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	(5) Points Possible
• Architecture, Infrastructure, Development	(15) Points Possible
• Technical Support	(10) Points Possible
• Analysis and Reporting	(15) Points Possible
• Professional Development Services; Project Management Transition Strategy	(20) Points Possible
• Oral Presentation	(5) 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.

REQUEST FOR PROPOSAL
West Virginia Department of Education
RFP # EDD398772

- 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.

REQUEST FOR PROPOSAL
West Virginia Department of Education
RFP # EDD398772

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.

Section 4 - Subsection 4.3 Qualification & Experience:

Vendor Response:

Section 4 - Subsection 4.4 Project Goals: 4.4.1 Goal I: Architecture, Infrastructure and Development

Vendor Response:

Section 4 - Subsection 4.4 Project Goals: 4.4.2 Goal II: Technical Support

Vendor Response:

Section 4 – Subsection 4.4 Project Goals: 4.4.3 Goal III: Analysis & Reporting

Vendor Response:

Section 4 – Subsection 4.4 Project Goals: 4.4.4 Goal IV: Professional Development Services

Vendor Response:

REQUEST FOR PROPOSAL
West Virginia Department of Education
RFP # EDD398772

Section 4 – Subsection 4.4 Project Goals: 4.4.5 Goal V: Project Management

Vendor Response:

Section 4 - Subsection 4.4 Project Goals: 4.4.6 Goal VI: Transition Strategy

Vendor Response:

REQUEST FOR PROPOSAL
West Virginia Department of Education
RFP # EDD398772

Attachment B: Mandatory Specification Checklist

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

Section 4 - Subsection 4.5:

- 4.5.1** All aspects of the proposal must adhere to rules and regulations set forth in the, Child Information Protection Act (CIPA), Family Educational Rights and Privacy Act (FERPA), Child Online Protection Act (COPA), and Health Insurance Portability and Accountability Act (HIPAA).

THE SOLUTION SHALL NOT BE PROPRIETARY

Vendor Response:

Section 4, Subsection 4.5:

- 4.5.2** Vendor must agree that the vendor-developed DWRS and all associated deliverables will be owned and operated by the WVDE upon project conclusion.

Vendor Response:

Section 4, Subsection 4.5:

- 4.5.3** Vendor must relinquish ownership of the DWRS to the Agency upon project conclusion.

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.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

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.

Other Option Pricing – Vendors should use the pricing page found in Attachment D: Optional Cost Sheet

DELIVERABLE (includes all requirements as described in specifications and mandatories)	COST
Project Management Components	
Installation of software	
Installation of hardware	
Data Warehouse	
Print-ready documentation explaining how the DWRS provides protection of educational student and staff data through data encryption, adherence to user-access roles, privacy requirements, and suppression rules	
Within-system, pre-requisite electronic training modules related to security and privacy	
Style Guide for web-based interface and print-on-demand reports	
Implementation of proofing process with signature sign-off procedures for publication readiness	
Designed web-based interface with a topic-driven menu with public-level dashboard display as default with adjustable parameters and a drillable interface for onscreen and downloadable reports	
Customizable Reporting Tools at all user levels (e.g., WVDE programmers, WVDE trainers, WVDE general users, LEA users, school users, public) with adherence to user-access roles, privacy requirements, and suppression rules	
Customizable reports (online and print-ready) from an intuitive and topic-driven menu in exportable formats for various user groups (e.g., WVDE programmers, WVDE trainers, WVDE general users, LEA users, school users, public) with adherence to user-access roles, privacy requirements, and suppression rules	
Standard reports available through the web-based interface	
Tools for the analysis and interpretation of data in reports	
Implementation of training sessions for WVDE programmers with print-ready Training Resources and Training Guide for WVDE programmers	
Implementation of training sessions for WVDE train-the-trainers with print-ready Training Resources and Training Guide for WVDE train-the trainers	

REQUEST FOR PROPOSAL

West Virginia Department of Education

RFP # EDD398772

Print-ready support documentation for end users	
Electronic End-User Training Modules	
Process Documentation, Business Rules, and Code for the following: <ul style="list-style-type: none"> • Data Architecture/Model Data Structure • Data Management/Mapping • Extract, Transform, Load (ETL) • Data Staging • Data Validation • Data Certification • Metadata/Data Dictionary 	
Delivery of the DWRS and all related materials to WVDE	
Minor Adjustments (e.g., design elements, report...)*	Hourly Rate:

*Will not be considered in the overall award of the RFP

Grand Total Cost: _____

Invoices need to be worded according to the cost sheet to ensure payment.

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

Payment for maintenance and support may only be billed in arrears.

WV-96A
Rev. 12/12

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

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. EDD398772

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

CERTIFICATION AND SIGNATURE PAGE

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

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EDD398772

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.