



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

SHIP TO

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

DATE PRINTED
09/30/2013

BID OPENING DATE: 10/09/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1.				TO PROVIDE ANSWERS TO QUESTIONS RECEIVED.		
2.				TO PROVIDE REVISED TERMS & CONDITIONS TO INCLUDE A PERFORMANCE BOND OF \$250,000.00		
3.				TO PROVIDE AN UPDATED ATTACHMENT C: COST SHEET.		
4.				TO PROVIDE THE NON-MANDATORY PRE-BID SIGN IN SHEETS		
5.				TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED & RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
END OF ADDENDUM NO. 2						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: EDD398772

Addendum Number: 02

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To provide the answers to questions received for this solicitation.
2. To provide revised terms & conditions to include a Performance Bond of \$250,000.00
3. To provide an updated Attachment C: Cost Sheet
4. To provide the Non-Mandatory Pre-Bid Meeting sign-in sheets.
5. To provide the addendum acknowledgment.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

**Responses to Vendor Questions
RFP #EDD398772**

1. In the RFP, WVDE uses the terms Statewide Longitudinal Data System (SLDS) and Data Warehouse and Reporting System (DWRS). Are these terms synonymous or is there a distinction between the two that vendors should be aware of?

It is the intention of the RFP that SLDS and DWRS be considered to be synonymous when either reference is used in the RFP.

2. The RFP indicates that the solution shall not be proprietary and furthermore that the vendor-developed DWRS and all deliverables will be owned and operated by the WVDE upon project completion. It is likely that any vendor solution will include software components that will have to be licensed from the manufacturer; examples include: a business intelligence/reporting tool, a commercial-off-the-shelf (COTS) education data warehouse, and/or other software development tools. Can WVDE confirm that licensed software can be utilized as part of the proposed solution?

Yes, licensable software may be included in the RFP. However, it is the intent of the WVDE that such costs not be significant to the overall cost of the project. Whenever possible by the vendor, perpetual licensing should be quoted in the proposal. (Factor all licensing costs on the cost sheet).

3. Page 11 of the RFP includes a section on liquidated damages that is not completed. Please confirm that there are no liquidated damages?

The liquidated damages section was inadvertently left incomplete in the current version of the RFP, in lieu of liquidated damages, we are requiring a \$250,000 Performance Bond.

4. Does WVDE have a preliminary data dictionary of the data elements it desires to load into the SLDS that can be provided? If not, what data categories or "domains" does WVDE expect to load in the SLDS during the contract period? Data domains often loaded in an SLDS include: District/School Details, Student Demographics, Student Enrollment, Program Eligibility, Program Participation, Attendance (summary, daily, and/or class period), Discipline, Special Education Details, Career and Technical Education Details, Course Enrollments (including grades), Assessment Results, Staff Demographics, Staff Assignments, Staff Certifications, Staff Professional Development, Staff Attendance (summary and/or daily), General Ledger, Postsecondary Enrollment (available through the National Student Clearinghouse), etc.

The WVDE data dictionary is currently being developed and round 1 is in draft form. It will likely include many of the categories listed as examples in the question. We will not however, work with Postsecondary Enrollment as that is part of the P20 system, not the PK-12 system for which this RFP pertains.

5. If WVDE expects to load assessment data into the SLDS, please provide a list of these assessments. Please include a description of each assessment, a description and the approximate number of students that take the assessment each year, and the level of detail to which the data are expected

to be loaded in the SLDS (e.g., test-level results, subtest-level results, concept-level results, or question (item-level results).

It is anticipated that the successful solution will have the capability of loading assessment data in the SLDS. Assessments that should be part of the SLDS will include those administered by the State (e.g. WESTEST2, WorkKeys). Ideally, reporting and analysis would include the leveled results described in the example with appropriate security and privacy considerations in place – aggregate displays with appropriate cell suppression for public reporting, for example.

Assessment	Description	Number of Students (all numbers are approximations)
2. WESTEST 2 (including online writing assessment)	An annual summative assessment required to report proficiency rates for NCLB. WESTEST 2 is administered to students in grades 3-11 and includes an online writing assessment.	182,000 (approximately 20,000 students per grade in grades 3-11)
3. WESTELL	An assessment administered to students in grades K-12 who are not native English speakers or who have a home language other than English.	>5000
4. APTA	Annual summative alternate assessment required to report proficiency rates for NCLB. APTA is administered to students in grades 3-8 and 11.	>5000
5. HEAP	Online standardized assessment targeting students in grades 6 and 8 and high school required by Policy 2520.5.	40,000
6. Fitness-Gram	A fitness test required in Grades 4 and 8 and high school by policy 2520.6.	40,000
7. Global 21 CTE	Students in grades 9-12 who complete a career concentration.	6,000
8. ACT EXPLORE	EXPLORE is part of the West Virginia Measures of Academic Progress and is administered to students in grade	20,000
9. ACT PLAN	PLAN is part of the West Virginia Measures of Academic Progress and is administered to students in grade 10	20,000
10. ACT Work Keys	Grade 12 students who are taking career/technical education courses and are working toward receiving the WV Work Readiness credential.	>5000
14. ACT	ACT is not part of the West Virginia Measure of Academic Progress and covers the content areas of English, mathematics, reading and science. The writing test is optional. ACT is administered to students interested in attending college.	>5000
15. PSAT	PSAT is not part of the West Virginia Measure of Academic Progress and is administered to students in grades 10 and 11.	>5000
16. SAT	SAT is not part of the West Virginia Measure of Academic Progress and is administered to students interested in attending college	>5000
17. AP Exams	Students enrolled in AP courses	>5000
18. Golden Horseshoe	All grade 8 students are eligible to take the Golden Horseshoe exam.	20,000

6. Besides WVEIS, what other data sources does WVDE expect for the SLDS? Other potential sources could include: state-level data sources with district/school data, state-level data source with teacher certification/licensing data, state-level data source(s) with assessment results. Additionally, will any data be sourced directly from the LEAs or will all LEA-level data flow through WVEIS?

The majority of data sources will come through WVEIS. There are some collections by office that occur outside of WVEIS that we may wish to include as part of the SLDS, but those are not known at this time.

7. Does WVDE expect to conduct ED Facts reporting out of the SLDS?

Yes, WVDE expects to conduct ED Facts reporting in conjunction with the SLDS solution.

8. Does WVDE expect to calculate Adequate Yearly Progress (AYP) and report on this out of the SLDS? If so, can WVDE provide the AYP calculation specifications?

By virtue of the WVDE having been granted a waiver, the state is no longer subject to the AYP requirements of Federal No Child Left Behind legislation. However, we do expect that report card and accountability results would be part of the SLDS as part of the required ESEA Reporting. The calculations will likely occur on the WVDE side as they do currently, and the results would then be fed to the SLDS. The Vendor's solution, however, should address how the Vendor could support the Agency to either display or calculate WV Accountability System designations. A description of how ESEA Designations are calculated is included in the WV ESEA Flexibility Request that was submitted to the U.S. Department of Education. It can be found at http://wvde.state.wv.us/esea/esea_full_waiver_request.pdf

9. Does WVDE expect to calculate Highly Qualified Teacher (HQT) and report on this out of the SLDS? If so, can WVDE provide the HQT calculation specifications?

Yes, while the WVDE will continue to complete the actual calculations within the existing data systems, reporting of these data will be required within the SLDS. At this point the calculation specifications would not be required for initial vendor implementation.

10. How many reports does WVDE anticipate will be necessary to meet the reporting related requirements of the RFP?

The number of reports has not yet been determined. Furthermore, any quantity determined at the outset of the project will likely change over the life of the project.

11. Does WVDE have a business intelligence tool that it prefers to use for the SLDS? If so, are there existing licenses that can be utilized or will the vendor need to include the licenses in its proposal?

Currently the WVDE has not adopted any preferred business intelligence tool. Vendor business intelligence tools and necessary licenses should be included in the response to the RFP.

12. How many users by user type or role does WVDE expect for the SLDS?

The WVDE has not determined the required users, types or roles at this time. The Data Governance Committee at the WVDE is currently working to compile this information. The Vendor should be expected to work with the Data Governance Committee to finalize roles and access. Currently, the expected roles and number of users is expected to be the following:

- *WVDE programmers – approximately 15*

- WVDE staff – approximately 100
- RESA staff – approximately 40
- LEA Administrators – 55 districts
- Principals – approximately 700
- Educators – approximately 20,000
- General (Public, other entities with aggregate level access) – approximately 500,000

These estimates are subject to change during the life of the project.

13. What is the peak concurrent usage that the system should be designed for?

The system should be designed to allow 15 concurrent programmers. As for users of other types, it is anticipated the successful bidder will account for scaling during the life of the project. This should include anticipated load for high traffic use during certain times of the year, such as ESEA accountability release, which would include state-wide access by Local Educational Agency staff, principals, educators, and the public.

14. Does WVDE have a preference for the SLDS database management system (DBMS)? Will the vendor need to include the DBMS licenses in its proposal?

The WVDE has not specified a required DBMS as part of this RFP. For vendor reference, the WVDE is currently operating IBM DB2/400 and Microsoft SQLServer databases in place. Yes, the vendor will need to account for the proper licensing requirements, specifications and costs in their proposal.

15. Does WVDE have a budget for the services to be procured through this RFP that can be shared? If so, please specify what the budget provided includes/excludes.

The budgetary information has not yet been finalized and as such will not be released.

16. Page 23 of the RFP includes that the DWRS should be interoperable with external systems. Can WVDE provide a list of these external systems?

Two currently identified external systems would include WVEIS and P20. Other external systems include might include WVDE SQLServer based systems and vendor assessment systems.

17. Will the vendor be responsible for the extraction of data from the SLDS for loading into the P-20W SLDS?

It is anticipated that the data extractions will be auto fed by the vendor's solution to the P20 system. The successful bidder must possess the capacity to build ETL processes to feed P20.

18. Does WVDE have an existing identity and access management system within which the SLDS users will be provisioned and that will provide authentication and authorization services to the SLDS components? Or is the vendor expected to include this in their proposed solution? If a system already exists can WVDE provide general information on this system?

The WVDE does not currently have an across the board solution to fulfill these items. The successful bidder should include their plan within their proposal.

19. Are there any requirements for the SLDS user interface components to be integrated with an existing WVDE portal?

Integration with the WVDE website landing page for the SLDS will be important, so that users can go to the WVDE site to get to the SLDS interface.

20. Section 4.3.5 of the RFP indicates that references should be provided. Please confirm that these are vendor references and not individual references for the proposed key project staff.

The intent of this specification is to require references from customers who have implemented projects similar in scope as related to this RFP specification. It is not the intent of the WVDE for the vendor to provide references for the project staff.

21. Would WVDE accept a support model that distributes the workload between WVDE and the vendor? In such a model WVDE staff could provide first-line support to address support needs such as resolution of user ID/password issues, verification of proper software setup, assistance with system navigation, etc. The vendor can address more specialized support needs that are escalated by WVDE staff. This includes the troubleshooting of potential software defects and the resolution of confirmed software defects.

It is certainly the preference of the WVDE that the support model includes distribution of the workload between the WVDE and the vendor. Although initially, the model may rely more heavily on the vendor, by the end of the project, the WVDE should have developed the capacity to provide virtually all of the support.

22. Page 24 of the RFP mentions an SLDS sustainability roadmap. Can WVDE provide additional detail on this? Is the vendor responsible for producing this document?

It is the intent of the WVDE that included within the RFP is a plan addressing ideas proposed by the successful bidder which would build capacity or opportunity at the WVDE to generate a sustainability plan for staff at the WVDE.

23. Providing information to the public through the SLDS is mentioned in a few places within the RFP. Can WVDE provide additional details regarding the expected reporting functionality to be provided to the public?

It is anticipated the future plans for the SLDS project will include the capability of the public to have some ability to select parameters which would allow for customizable reporting at the aggregate level.

24. Student and parents are listed in the RFP as stakeholders that may have access to SLDS reports. Does WVDE expect that students and parents will have access to secured interactive reporting functionality within the SLDS? If so, can WVDE provide additional details regarding the expected reporting functionality for these stakeholders?

Functionality for student and parent SLDS reports should minimally be expected to mirror that of public access. The Vendor should propose creative solutions that address enhanced reporting functionality for these stakeholders.

25. Attachment C, the Cost Sheet, includes an "Installation of hardware" deliverable. If the vendor is not planning on including the hardware and associated pricing as part of its proposal, should the price for this deliverable be entered as zero?

Yes, if the vendor proposes equipment within their proposal but does not list a cost, it will be assumed that the vendor will provide equipment at no cost to the WVDE.

26. Can WVDE confirm that the solution will be hosted by the State and furthermore that the State will be responsible for installation and configuration of the hardware and other infrastructure components?

With the assistance of the vendor, when applicable, it is the intent of the WVDE to perform the infrastructure related tasks of this project including hosting, installation, and configuration.

27. Attachment C, the Cost Sheet, includes a deliverable "Tools for the analysis and interpretation of data in reports" that appears to be separate and distinct from the tool for standard and customizable reports. Can WVDE provide more detail on the expected functionality of these tools?

Yes, these two areas are considered distinct from one another. We would like to see the capability for users to generate reports that contain data and graphics, for example. The analysis component would take the reporting one level further by providing some interpretation and guidance as to the meaning of the report that was generated.

28. Regarding the WVDEs custom reporting needs, there will most likely be a need for licensing. Will licensing of components like custom reporting be acceptable to the WVDE?

Yes, but also see the related response to question #2.

29. In light of the WVDEs vision of allowing public access and data manipulation, can the stakeholders' populations be clearly defined?

Based upon the information known now, the current stakeholders include: Educators, Parents, Legislature, WV Board of Education members, WVDE Staff, County level education staff, research community, business community, potential for general public. Furthermore, regarding the manner of access to the SLDS project, current access should be browser based, with potential future compatibility with handheld units such as smartphones.

30. In regards to business intelligence and reporting, and drill down capabilities of the data, where does predictive analytics fall in the vision of the project?

Predictive analytics are one component of analytics overall and would be desirable, but at this stage, predictive analytics would be functionality to be operational in the future. The successful bidder will describe their capability and vision in the section of their response related to analytics.

31. Upon review of the Federal grant award, it appeared to include at least one proprietary tool (Cognos). Has the WVDE established any standards for tool sets?

The mention of this tool was marked as an example of a tool available in the grant application. Consistent with the response to question 11, the WVDE has not established any standard tools.

32. Can the WVDE address any adopted interfaces or established external reporting formats?

Interfaces and external reporting formats will range from structured (such as ED Facts) to unstructured. The proposed solution should be capable of supporting the Common Education Data Standards (CEDS).

33. Can the WVDE describe its vision for the management of metadata?

Currently, the WVDE cannot provide useful metadata when responding to requests from various constituents. It is the vision of the WVDE to provide future data along with relevant metadata with reports to allow for a more useful interpretation of the data and how it relates to the questions posed by the constituency, as well as providing a comprehensive data dictionary resource.

34. Regarding requirements 4.5.2: Does this include IP for the DWRS source code?

No. The Agency would consider a proposal where the vendor retains ownership of its intellectual property and provides the Agency with a perpetual, royalty-free license to that pre-existing technology.

35. The high-level summary of the RPF lists Educations, Policy Makers, and Researchers as the users for the SLDS. However, there are references made to all user levels (Attachment C) that list public users. Will there be public access to the DWRS beyond anonymous access? If so, would there be Parent and Student accounts to access the DWRS?

Anonymous access is all that is expected for general public as the reporting for the public will be at the aggregate level with cell suppression rules in place. Parent and Student accounts may be a consideration for the future.

36. Attachment C: Cost Sheet (pg 41) references "Tools for the analysis and interpretation of data in reports". Does this relate to OLAP or Statistical Reporting tools or is the more from Professional Development/Training?

The cost sheet item refers to OLAP or Statistical Reporting tools to help users select the appropriate tools and understand the data being displayed.

37. Will the WVEIS SIS be the primary data source system? If there are others, approximately how many are there and what are they?

While WVEIS data warehouse will be the primary source of data, additional data will be used. These sources are primarily DB2/400 tables, Microsoft SQL Server tables, or vendor supplied flat files. The successful vendor should describe their full capability of ETL processes.

38. Is there a stated requirement on the frequency of data ingestion (ETL) from WVEIS to the DWRS? Are there any SLAs on the availability of data after ingestion? Is Data Archival a requirement of the DWRS?

Frequency of ETL process will vary with most initially occurring on a monthly, quarterly, or annual basis. Upon completion, ETL could occur as frequently as daily. Data availability after ingestion is yet to be determined. Data archival is not specifically required in this RFP. However, the successful vendor should describe the model used if available within their products.

39. Will the data in the DWRS be exported to the States P-20W system (Pg 22)?

Some elements in the DWRS will be exported to the P20 system.

40. On Pg. 23, it is stated that “DWRS should be interoperable with external systems to facilitate appropriate and secure data exchanges.” Does this imply both data import and export? If export is required, what examples of external downstream systems?

Yes, this both implies import and export. With regard to export, as noted in previous question responses, data from the DWRS will be used within the state’s P20 system. The DWRS should also be capable of exporting flat files from multiple mapped files for required reporting (e.g., ED Facts). Additionally, the ability to interact with analytics packages in the future may be of interest.

41. Can WVDE articulate the complete list of data sources from which they expect the data to be sourced for the SLDS? Can you provide some general information about format of this data, quantity, accessibility, etc.?

See response to question number 37.

42. Are there existing database management systems (i.e. Oracle) licenses that a vendor can take advantage of in implementing the SLDS? Reporting tool licenses? ETL tool licenses?

No.

43. Would WVDE consider a traditional software as a service (SaaS) implementation of the SLDS?

The WVDEs intent is to host and maintain the SLDS.

44. On the top of page 30, the fourth bullet references “validated data ... within and outside the WVDE’s transactional systems”. Can WVDE elaborate on the meaning of validated data? Can WVDE provide examples of this data?

Data loaded into the DWRS will be from certified collections.

45. On the top of page 30, there is a reference to “on-the-fly reporting”. What is the definition of on-the-fly reporting?

On-the-fly reporting is defined as flexibly creating charts, graphs, or other data visualizations in real-time using data that are accessible to the user through the SLDS, or ZoomWV. This can include, for example, dragging and dropping data fields onto a chart or selecting data elements from a list to create graphical representations of data.

46. Can WVDE please elaborate on the statement that appears in a number of places that “[t]he solution shall not be proprietary?” There are many current, pre-existing, proprietary solutions and software that could be part of this SLDS solution. Does this statement disqualify solutions that include these proprietary solutions? Does this mean that each individual component of the DWRS must not be proprietary? What is the definition of non-proprietary? (E.g. open-source)

The WVDE wishes to assure that the products provided by the vendor allow for the WVDE to continue to maintain the DWRS in the absence of the vendor. While the vendor’s solution may include industry standard and commercially licensed software components, these components should not prohibit the WVDE from engaging additional vendors for support and relevant development in the future. Furthermore, any ‘prepackaged’ reporting solutions related to K-12 educational data should not prohibit the WVDE from modifying the reports or visualizations to meet the needs of the state.

47. Does WVDE expect to load any medical related data to the SLDS that would be subject to HIPPA security and privacy regulations?

No.

48. What is the size of the current database?

There is not a current comparable database.

49. On what platform does this data reside?

See response to question number 37

50. Can you describe the number of users and the types of data consumption behavior (number of users and typical tasks - casual versus ad hoc users)

Please the users described in Question #12. Although we’re not entirely sure, we would expect that each of these groups would have some needs where they’d like to run their own reports through selecting parameters to display, as well as accessing reports that we’ve determined need to be available based on the critical policy questions driven by the Data Governance Committees.

51. Is a cloud solution permissible?

Yes.

52. Will the RFP require that all hardware be included in the response?

WVDE reserves the right to procure any needed hardware for this solicitation on our own.

Hardware is listed on the Optional Pricing Section and will not be evaluated or made part of the total bid, however if the vendor's bid solutions requires hardware for implementation, the vendor should bid those items on Attachment C.

Hardware listed on Attachment C with no cost, shall be evaluated and billed at no cost.

Note of Clarification:

Attachment C: Cost Sheet – Is reflective of the specifications contained in Section Two and contains all pricing required to implement and/or complete solution.

Attachment D: Optional Cost Sheet – Intended for bidder to organize and offer optional costs beyond the base specifications of this RFP. Optional items are not included in the total bid cost.

53. Or is the hardware component only for informational purposes and a new RFQ will be issued for the hardware?

It is not the current intent of the WVDE to issue a separate RFQ for hardware; however WVDE reserves the right to procure any needed hardware for this solution on our own.

Vendor's choosing to list hardware on Attachment D, that will be used for a informational purpose, unless it's determined a need for a listed item.

Any hardware required as part of the Vendor's solution should be included in the response on Attachment C.

54. Is there a preference on database platforms such as SQL vs Oracle?

No.

55. Is there a preference on ETL technology?

No.

56. Is there a preference on reporting tools?

No.

57. Is the vendor on our own for the project or are we using internal resource in any capacity?

It is expected that WVDE staff would partner closely with the vendor throughout all stages of the project.

58. Would the state consider a perpetual software license agreement that allows the state of West Virginia to use the software in perpetuity but does not allow the state to resell or redistribute the software to other states or organizations?

Yes.

59. Section 12, Liquidated Damages, of the General Terms and Conditions, appears to have missing information. Under what condition(s) would liquidated damages apply and what would be the amount of liquidated damages?

See #3

60. SAS is a proprietary software company that provides commercial off the shelf proprietary products and related services and we believe that we can address your needs. Sections 4.5.2 and 4.5.3 seem to indicate that the State wants SAS to transfer ownership of its intellectual property; is this correct?

No. The Agency would consider a perpetual license to continue operating the Vendor's solution.

61. Would it be permitted to submit a not-to-exceed (time and materials) bid for the project work other than fixed pricing for the software and install/validation? We can accommodate a fixed price for the software and the install/validation components of the RFP. As we currently have limited specific project information regarding the scope of other consulting work, however, the not-to-exceed approach would enable presenting a better estimate of the actual cost.

NO

62. 4.4.1.1.c – the proposed database infrastructure to be utilized for the DWRS. Does WVDE have a preferred database either existing or that would be acquired as part of the project?

No, it does not have a preferred database.

63. 4.4.1.4 – Allow for role-specific access across all levels of the DWRS by providing...Is the question specific to role-based access to system functionality and data within the proposed DWRS or is it intended to extended to the source data systems?

The question is related to role-based access to system functionality and the data within the system—that depending on the role, the access to information (drillability) changes.

64. 4.4.3.1.c - ...a reporting tool that can support the target number of concurrent users and total users...Is an estimate of the target number of concurrent users and total users available?

Please see responses to questions 12 and 13.

65. 4.4.3.1.g - ...signature sign-off procedures...Does this refer to workflow; e.g., review/approve content before it is published?

Yes, this refers to the review and approval process before work is published and/or finalized.

66. 4.4.3.1.h – Specify whether the proposed reporting tool includes a thick client as well as a thin client...Is mobile information delivery required?

It is not required.

67. What are your existing pain points? Who currently needs data/info and is not getting it or not getting in the right form?

Existing areas of difficulty associated with the current data warehouse include real-time access to program-relevant data for all areas of the WVDE. The Vendor's proposed solution should address data availability while adhering to all data security and privacy requirements set forth in the RFP.

68. What are key questions you want to answer that you cannot currently?

Key questions beyond state and federal reporting requirements have not yet been determined as part of the Data Governance structure.

69. Does the proposed solution need to build on top of an existing data warehouse/ infrastructure or is this basically a 'greenfield' project?

It will build from data that are currently in the West Virginia Education Information System and other WVDE data sources.

70. What requirements exist to connect to the P-20W system?

Currently, these data are pulled by hand and sent securely; therefore we need to be able to automatically feed the required data to the P20 system automatically.

71. Is there a plan to pull/ connect this system to financial data?

No. The system does not need to address this.

72. How mature is the Data Governance Committee and associated processes? Beyond defining role access, what part will they play in this project?

The Data Governance Committee first met in April 2013. This group has influence over the mission, the major audiences, vetting for the look and feel, and determining some of the major needs of users. The Data Policy Committee, another important component of the data governance structure at WVDE, will have similar influence as well.

73. How many people will be creating dashboards and reports?

The system should allow for 15 programmers and for members of the Data Governance Committee and associated Data Steward Task Teams to provide direction and guidance to developing dashboards and reports.

74. *How many users will be accessing these reports? If this is unknown or very large, approximately how many people might be choosing to click on a report link at any given moment?*

Please see the responses to Questions 12 and 13.

75. *How many business analysts might want to build their own views and reports and queries from scratch?*

The proposed solution should account for users at any level to build reports or queries based on their role-available data.

76. *Does WV have an online learning platform for the RESAS and the LEAs?*

Yes.

77. *Will WV be able to provide access to a group of qualified trainers for the suggested train-the-trainer method?*

Yes.

78. *Would the WVDE be interested in having access to a support desk to address technical questions and receive software updates for a fixed annual fee after the transition has taken place?*

The Agency is not opposed to this proposal, but it is subject to any purchasing requirements, which may include rebidding, to acquire such services.

79. *Would the WVDE be interested in receiving enhancements to the application for a fixed annual fee to keep the application in line with evolving demands of SLDS such as evolving data standards and evolving technology standards?*

See # 78

80. *Many state education agencies take advantage of commercial off the shelf (COTS) solutions to address their SLDS data warehouse and reporting solutions needs to avoid the risk, expense and labor involved in maintaining and enhancing custom built solutions and to get the benefit of leading edge functionality developed to meet the diverse needs of many agencies. The benefits include: adherence to data standards, support for rapidly evolving requirements including evolving federal reporting requirements in addition to capabilities added at the request of other state education agencies that all state education agencies would benefit from. Would the Agency consider a COTS solution if it met the needs of the Agency as long as the solution was provided to the Agency under a perpetual, royalty-free license?*

Yes.

81. *Virtually all providers of data warehouse and reporting solutions, even those that deliver only custom "work for hire" solutions that don't include ongoing support, whether they are for profit or not-for-profit entities, implement "pre-existing" technologies as part of their solutions. The standard practice is to license that pre-existing technology to the state education agency. The*

state education agency would own any original work produced by the vendor under the contract. Would the Agency consider a proposal where the vendor retains ownership of its pre-existing technology and provides the Agency with a perpetual, royalty-free license to that pre-existing technology?

Yes.

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.

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

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \$250,000.00 . 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
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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

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

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

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

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the

purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

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

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

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

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

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

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

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

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

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

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

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

REQUEST FOR PROPOSAL
 West Virginia Department of Education
 RFP #
 (07-08-13)

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	

REQUEST FOR PROPOSAL
West Virginia Department of Education
RFP #
(07-08-13)

WVDE train-the trainers	
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	
Hardware (provide a complete list of items)	
Minor Adjustments (e.g., design elements, report....)*	Hourly Rate:

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

Overall 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.

PRE-BID CONFERENCE
SIGN IN SHEET

Request of Proposal/Quotation No: EDD398772 Date: September 11, 2013

<u>FIRM & REPRESENTATIVE NAME</u>	<u>MAILING ADDRESS</u>	<u>TELEPHONE, FAX & E-MAIL</u>
1. <u>SAS</u> <u>Missi Poynter</u>	<u>SAS Campus DR</u> <u>Cary, NC 27513</u>	T: <u>919-531-0467</u> F: <u>919-677-4444</u> E: <u>Missi.poynter@sas.com</u>
2. <u>Deloitte</u> <u>DON PARR</u>	<u>Suite 820</u> <u>901 E. BYRD ST</u> <u>Richmond, VA 23219</u>	T: <u>804-514-8244</u> F: <u>806-662-7503</u> E: <u>d.parr@deloitte.com</u>
3. <u>Russ Redgate</u> <u>eScholar</u>	<u>222 Bloomington Rd</u> <u>Ste 107</u> <u>White Plains, NY 10605</u>	T: <u>914-989-2900</u> F: <u>914-989-2990</u> E: <u>rredgate@escholar.com</u>
4. <u>AUTUMN NOLAN</u> <u>Informatica</u>	<u>11710 Plaza America Dr</u> <u>Suite 700</u> <u>Reston, VA 20190</u>	T: <u>703-234-8500</u> F: _____ E: <u>autumn.anolana@informatica.com</u>
5. <u>CORRY ALLEN</u> <u>ORACLE</u>	<u>1901 RESTON BLVD</u> <u>RESTON, VA 20190</u>	T: <u>636-751-5656</u> F: _____ E: <u>CORRY.ALLEN@ORACLE.COM</u>
6. <u>ED MERKLER</u> <u>IBM</u>	<u>745 WEST NEWARK BLVD</u> <u>Bldg 200</u> <u>LEXINGTON, KY 40511</u>	T: <u>502-542-1789</u> F: <u>EJMERKLE@US.IBM.COM</u> E: _____
7. <u>Charles P. Arnett</u> <u>SIS</u>	<u>203 Assoc. In. Dr.</u> <u>Suite 219</u> <u>Charles City, WV 25311</u>	T: <u>304-768-1645</u> F: <u>304-768-1631</u> E: <u>carnett@thinksis.com</u>
8. <u>Jenelle Feldhaus</u> <u>WVDE</u>	<u>1900 Kanawha Blvd E.</u> <u>Bldg 6 - Ste 825</u> <u>Charleston, WV</u> <u>25305</u>	T: <u>304-558-7881</u> F: _____ E: <u>jmosley@access.k12.wv.us</u>
9. <u>Carla Howe</u> <u>WVDE</u>	<u>1900 Kanawha Blvd E</u> <u>Bldg 6 - Ste 825</u> <u>Charleston, WV</u> <u>25305</u>	T: <u>304-558-7881</u> F: _____ E: <u>chowe@access.k12.wv.us</u>

PRE-BID CONFERENCE
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Request of Proposal/Quotation No:

EDD398772

Date: September 11, 2013

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE, FAX & E-MAIL

10. Marshall Patton
WVDE

1900 Kanawha Blvd E
Blk 6 Rm 205
Charleston, WV 25305

T: 304-558-8869
F: 304-558-2584
E: mpatton@access.k12.wv.us

11. JoAnn Adkins
WVDE

"

T: 304.558-2686
F: 304.558.2790
E: joann.adkins@access.k12.wv.us

12. Phillip Uly
WVDE

"
Rm 204

T: 304 558 2686
F: 304 558 2790
E: puy@access.k12.wv.us

13. _____

T: _____
F: _____
E: _____

14. _____

T: _____
F: _____
E: _____

15. _____

T: _____
F: _____
E: _____

16. _____

T: _____
F: _____
E: _____

17. _____

T: _____
F: _____
E: _____

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.
 Revised 6/8/2012