

**STATE OF WASHINGTON
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION**

Addendum 1 and Amendment 1 to
Smarter Balanced Assessment Consortium Request For Proposals (RFP):
SBAC RFP-09

Note to potential respondents:

- This Addendum is intended to revise, clarify and become part of the *SMARTER Balanced Assessment Consortium Request for Test Blueprint and Computer Adaptive Test Specifications* (SBAC RFP-09), issued October 25, 2011.
- **All amendments, addendums, and notifications will be posted on the OSPI Web site and released via the Washington Electronic Business Solution (WEBS) Web site.**

Addendum 1: Includes nine pages of responses to vendor questions.

Amendment 1: Amend language associated with the Annual Contractor Meetings and adjust the posting date of the Final Questions and Answers.

STATE OF WASHINGTON
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
OLYMPIA, WASHINGTON

REQUEST FOR PROPOSALS (RFP)

AMENDMENT 1

RFP NO. 09 Amended 11-16-11

*This RFP is available at the Office of Superintendent of Public Instruction website located at <http://www.k12.wa.us/RFP/> and at the Office of General Administration, Washington Electronic Business Solution (WEBS) Procurement Website at <http://www.ga.wa.gov/webs/>. All RFP amendments or Consultant questions and OSPI answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes in order to receive notifications: **924-05** Educational Advisory Services; **918-38** Education and Training Consulting; **924-19** Educational Research Services; **924-20** Examination and Testing*

PROJECT TITLE: Test Blueprint and Computer Adaptive Test Specifications

PROPOSAL DUE DATE: 12:30 p.m., Pacific Standard Time (PST) November 23, 2011

ESTIMATED CONTRACT PERIOD: January 26, 2012 to April 30, 2012. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

CONSULTANT ELIGIBILITY: This procurement is open to those Consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

SUBMIT PROPOSAL TO:

Michael Middleton,
Director, Business & Special Populations
Assessment and Student Information.

Proposal Delivered by Mail:

P.O. Box 47200, Olympia, WA 98504-7200

**Proposal Delivered by Express/Hand Delivery, Or
Courier:**

600 Washington Street South, Olympia, WA 98504

Proposal Delivered by Email:

Michael Middleton (Michael.Middleton@k12.wa.us)

FAXED BIDS WILL NOT BE ACCEPTED.

The SMARTER Balanced Assessment Consortium brings together multiple states to create a common, innovative assessment system aligned to the Common Core State Standards in mathematics and English language arts for the purpose of furthering member states' goal of ensuring all students leave high school prepared for postsecondary success in college or a career. To better attain this goal, the Consortium works in close collaboration with representatives from institutions of higher education from its member states. The Consortium is led by its member states with management support from WestEd, a not-for-profit organization whose 45-year charge has been focused on bridging the gap between research and practice. The Consortium's projects are funded through a four-year, \$175 million grant from the U.S. Department of Education, comprising 99% of activity resources, with the remaining support provided through generous contributions of charitable foundations.

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Section A. INTRODUCTION

1. DEFINITIONS

Definitions for the purposes of this RFP include:

Addendum – An addendum is issued when supplemental information has been added to the RFP since its original posting.

Amendment – An amendment is issued when information in the RFP has been changed (to an RFP) since its original posting.

Bid – A formal offer submitted in response to this solicitation.

Common Core State Standards (CCSS) – Standards are designed to be robust and relevant to the real world, reflecting the knowledge and skills that our young people need for success in college and careers.

Computer Adaptive Test (CAT) – is a form of computer-based test that adapts to the examinee's ability level

Consortium – The multi-state arrangement known as the “SMARTER” Balanced Assessment CONSORTIUM,” collaborating on a federally-sponsored grant to develop a comprehensive assessment system aligned to the Common Core State Standards (CCSS).

Consultant – Individual or company (firm, state agency, etc.) submitting a proposal in order to attain a contract with OSPI.

Contractor – Individual or company whose proposal has been accepted by OSPI and is awarded a fully executed, written contract.

English Language Arts (ELA) – The five strands of the Language arts are reading, writing, speaking, listening, and viewing.

Item Response Theory (IRT) – A paradigm for the design, analysis, and scoring of tests, questionnaires, and similar instruments measuring abilities, attitudes, or other variables.

Letter of Intent – A letter submitted by a potential consultant/vendor notifying OSPI that they intend to apply for the RFP when it is issued.

OSPI – Office of Superintendent of Public Instruction is the agency of the State of Washington that is issuing this RFP.

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

SBAC – Smarter Balanced Assessment Consortium.

Standard Error of Measurement (SEM) – Is the standard error of a method of measurement.

Vendor – Individual or company (firm, state agency, etc.) submitting a proposal in order to attain a contract with OSPI.

2. PURPOSE OF REQUEST FOR PROPOSALS

The Office of Superintendent of Public Instruction, hereafter called "OSPI," is initiating this Request for Proposals (RFP) to solicit proposals from Vendors interested in working with the CONSORTIUM to develop summative test specifications and blueprints; develop pilot and field test specifications; develop Computer Adaptive Test (CAT) specifications and conduct initial CAT simulation studies; determine the role of performance tasks assigning students to achievement categories; and develop specifications for an interim testing system to include, at minimum, a collection of performance tasks, scaled items and an interface for allowing states and districts to craft assessments to inform instruction.

3. BACKGROUND

Authorized under the American Recovery and Reinvestment Act of 2009 (ARRA), the Race to the Top Assessment Program provides funding to consortia of states to support the development and implementation of new common high-quality assessments that: 1) are aligned with the SBAC's common set of college- and career-ready, K–12 standards (the basis of which will be the Common Core State Standards released by the Council of Chief State School Officers and the National Governors Association; refer to Exhibit H, 2) are valid and instructionally useful, 3) provide accurate information about what students know and can do, and 4) measure student achievement against standards or expectations designed to ensure that all students gain the knowledge and skills needed to succeed in college and the workplace. Over the past decade, state assessment results have brought much-needed visibility to disparities in achievement among groups of students and helped meet increasing demand for data that can be used to improve teaching and learning. These new assessments are intended to play a critical role in educational systems, providing administrators, educators, parents, and students the data and information needed to continuously improve teaching and learning.

To fully meet the twin needs of accountability and instructional improvement, however, states need assessment systems that are based on standards designed to prepare students for college and the workplace, and that more validly measure what students know and can do. Further, states need assessment systems that better reflect good instructional practice and support a culture of continuous improvement in education by providing information that can be used meaningfully and in a timely way to determine school and educator effectiveness, identify professional development and support needs, improve programs, and guide instruction.

As delineated in the U.S. Department of Education's release of notice inviting applications (NIA) for the fiscal year 2010 Race to the Top Assessment Program competition in the *Federal Register* on April 9, 2010, the Comprehensive Assessment Systems grant category accomplishes this aim through the Department's plan of awarding two categories of grants:

- Comprehensive Assessment Systems grants, which provide funding for the development of new assessment systems that measure student knowledge and skills against a common set of college- and career-ready standards in mathematics and English language arts.
- High School Course Assessment Program grants, which provide funding for the development of new assessment programs that, for each course, measure student knowledge and skills

against a common set of expectations that are rigorous and designed to ensure that students who pass the course assessment are on track to being college- and career-ready.

NOTE: The focus of the SBAC is specific to the Comprehensive Assessment Systems Grants

Overview of Comprehensive Assessment Systems Grants

This grant category supports the development of assessment systems by consortia of states that provide reliable, valid, and fair performance results for individuals and groups of students that can be used for accountability purposes and to guide best instructional practice. Comprehensive Assessment Systems grants provide funding for the development of new assessment systems that measure student knowledge and skills against a common set of college- and career-ready standards (as defined in the NIA) in mathematics and English language arts in a way that covers the full range of those standards, elicits complex student demonstrations or applications of knowledge and skills where appropriate, and provides an accurate measure of student achievement across the full performance continuum. Assessment systems developed with Comprehensive Assessment Systems grants must include one or more summative assessment components in mathematics and in English language arts that are administered at least once during the academic year in grades 3 through 8 and at least once in high school; and that produce student achievement data and student growth data (both as defined in the NIA) that can be used to determine whether individual students are college- and career-ready (as defined in the NIA) or on track to being college- and career-ready (as defined in the NIA). In addition, assessment systems developed with Comprehensive Assessment Systems grants must assess all students, including English learners (as defined in the NIA) and students with disabilities (as defined in the NIA). Finally, assessment systems developed with Comprehensive Assessment Systems grants must produce data (including student achievement data and student growth data) that can be used to inform (a) determinations of school effectiveness; (b) determinations of individual principal and teacher effectiveness for purposes of evaluation; (c) determinations of principal and teacher professional development and support needs; and (d) teaching, learning, and program improvement.

To be eligible for a Comprehensive Assessment Systems grant, an eligible applicant must include at least 15 states, of which at least 5 states must be governing States (as defined in the NIA). An eligible applicant receiving a Comprehensive Assessment Systems grant must ensure that the summative assessment components of the assessment system (in both mathematics and English language arts) will be fully implemented statewide in each state in the consortium no later than the 2014–2015 school year. It is the expectation of the Department of Education that states that adopt assessment systems developed with Comprehensive Assessment Systems grants will use assessments in these systems to meet the assessment requirements in Title I of the ESEA.

In addition to meeting the need for assessment systems that can be used to determine whether students are college- and career-ready, this grant category seeks to ensure that the results from those systems will, in turn, be used meaningfully by institutions of higher education (IHEs). Under this grant category, we intend to promote collaboration and better alignment between public elementary, secondary and postsecondary education systems by establishing a competitive preference priority for applications that include commitments from public IHEs or IHE systems to participate in the design and development of the SBAC's final high school summative assessments and to implement policies that exempt from remedial courses and place into credit-bearing college courses students who meet the SBAC-adopted achievement standard (as defined in the NIA) for those assessments. An

application that addresses this priority will receive competitive preference points based on the extent to which it demonstrates strong commitment from the public IHEs or IHE systems (as evidenced by letters of intent) and on the percentage of direct matriculation students (as defined in the NIA) in public IHEs in the states in the SBAC who are enrolled in those IHEs or IHE systems.

Maintaining open competition through non-proprietary approaches is a critical SBAC strategy. Contractor(s) are responsible for ensuring that these specifications result in a system that maintains or increases the opportunities for competition for future SBAC work. Vendors are hereby notified that they may be excluded from bidding on additional SBAC work if it is determined that their work has unfairly limited the ability of other vendors from competing on future SBAC RFPs.

4. OBJECTIVE AND SCOPE OF WORK

The work conducted under the contract awarded through this RFP will require significant collaboration among all Vendor(s) involved in SBAC work and SBAC leadership (i.e., the Executive Director, Chief Operating Officer, the Executive Committee, the Test Design Work Group, Item Development Work Group, the Validation and Psychometrics Work Group, the Performance Task Work Group, and the Accessibility and Accommodations Work Group). SBAC leadership must be involved in all communications involving more than one Vendor. Specific work to be done under the contract includes:

1. Develop summative specifications and blueprints

The evidence for assigning students to achievement categories is composed of scores from scaled (adaptive or fixed form) tests and a set of performance task results. The VENDOR will work with the CONSORTIUM to specify how these components work together to measure the Common Core State Standards (CCSS) as expressed in the CONSORTIUM's content specifications.

- a. Develop a statement of purpose for each collection of evidence by proposing a set of statements and conducting sessions for review and revision. Statements will include:
 - i. Descriptions of how results will be represented(scores, categories, raw scores)
 - ii. A listing of any score reporting categories and the relative weight that each has on the total score
 - iii. The intended manner in which the results may be used
 - iv. The meaning or intended claims for results.
 - v. A statement of the intended population for the test, including students with disabilities and English language learners
 - vi. Any content exposure (opportunity to learn) assumptions made by the test
 - vii. Information/data sufficient to measure growth

- b. Facilitate the development of a specific design for representing SBAC's content specifications in the collection of evidence including both the adaptive student test event and the set of performance tasks. Include adherence to NCLB requirements and USDOE decisions about including tasks that address content specifications from more

than one grade level. The resulting designs must facilitate maintenance of SBAC's vertical scales.

- c. Develop overall test specifications including test length, psychometric criteria and the number of times students are tested from the same pool.
- d. The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.

2. Develop pilot and field test specifications

For adaptive tests, the purpose of pilot testing is to provide preliminary scaling and to establish anchor item sets for field testing. Pilot testing occurs before the operational CAT delivery engine has been built and is conducted through linked fixed forms or with a preliminary CAT.

Field testing provides confirmatory scaling information and calibration of most items. For performance assessments, pilot testing provides extensive tryouts for each task template and is a preliminary test of the range finding, AI scoring and distributed scoring systems. Field tests provide final development of those systems and delivers a set of operationally ready tasks for both the interim and summative banks.

- a. Develop plans for pilot and field testing to establish parameters for items to be used in either adaptive or fixed form tests. These include both conventional and technologically enhanced items that may use selected or constructed responses.
 - Develop pilot test form specifications conforming to content blueprints with intended difficulty distribution
 - Develop field test specifications including plan for using items calibrated during the pilot stage as anchor items
 - Develop specifications that include desired psychometric properties and equivalencies
 - Recommend criteria for pilot and test form acceptance and rejection
- b. For performance tasks
 - Develop pilot specifications with a plan for evaluating comparability across tasks, raters and student groups
 - Develop field test plan for developing tasks sufficient for populating initial summative and interim task banks
- c. The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.

3. Develop CAT specifications and conduct initial CAT simulation studies

- a. Develop the algorithm for each test instrument subject to SBAC review and approval.
 - i. Specify entry, selection, scoring, exit method
 - ii. Address exposure and other measurement concerns
 - iii. Address reporting criteria for anomalies

- b. Provide for ongoing consortium use either via open-source or unrestricted license, a simulation engine that executes various algorithms during the development process and simulates events for each test, varying pool and population characteristics. The CONTRACTOR will provide a design for the Test Engine contractor to execute, but will not build the operational test engine.
 - c. Implement the simulations using the simulation engine. Based on simulation results, recommend optimal design, pool structure, and pool distribution.
 - d. Provide simulation output that shows estimates of momentary ability, search criteria and information calculations for every response in the test event and supports the test specifications determination process. Provide evidence that simulated test events match content blueprint.
 - e. Provide test level simulation output and provide reports of student parameter recovery.
 - f. Develop progress reports on CAT simulation studies and identify optimal algorithm design.
 - g. Provide documentation and consultation regarding recommendations to address federal RTTA monitoring and peer review standards.
 - h. The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.
4. **Identify the role of Performance Assessments in the overall assignment of students to achievement category.** NOTE: this is not a requirement to set achievement standards. It is to describe the nature of the evidence that will be used in the standard setting process.
- a. Provide a decision making framework regarding whether Performance Tasks will be scaled and how they will be incorporated into an overall decision. Facilitate review and revision process with SBAC work groups and staff.
 - b. Identify the scores or ratings performance tasks will deliver and how they will correspond to Score Reporting Categories.
 - c. Provide a plan for piloting and field testing performance tasks.
 - d. The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.

5. **Develop specifications for an interim testing system** to include, at minimum, a collection of performance tasks, scaled items and an interface for allowing states and districts to craft assessments to inform instruction.
 - a. Create specifications for the purposes and functions of the interim system by facilitating discussions among SBAC stakeholders and providing a means for recording and organizing stakeholder input.
 - b. Specify a framework for the bank of items and tasks and the interface for state and district use.
 - c. The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.

5. STATE'S ROLE

As fiscal agent for the SBAC, OSPI will assume lead responsibility for the management of all contracting activities with the SBAC's Contractor(s) of choice. All work direction and expenditure decisions will come from the SBAC's Governing States, or as delegated by the Executive Director. All matters relating to contract and payment processing will be coordinated through OSPI.

6. VENDOR QUALIFICATIONS

Minimum Qualifications

Bidders must demonstrate extensive experience with test design and with simulation of test functioning for both mainstream and the special-needs student population. In addition, bidders must demonstrate experience with setting up pilot tests for performance tasks. Bidders must also demonstrate a willingness to work in a collaborative manner with representatives from member states in the SBAC as well as other vendors who will take on aspects of the SBAC assessment development work.

- Licensed to do business in the ~~State of Washington~~ United States. If not licensed, provide a written intent to become licensed in ~~Washington~~ within thirty (30) calendar days of being selected as the Apparently Successful Bidder
- Knowledge of test design for content coverage and content validity
- Experience with large-scale computerized adaptive assessment
- Experience with simulations and analysis of simulation results
- Knowledge of Evidence Centered Design
- Knowledge of SBAC Content Specifications and Reporting Categories
- Experience with assessment and accommodations in K-12 educational settings which includes a variety of diverse populations and participation of students with disabilities and ELLs
- Knowledge of assessments whose primary purpose is to inform instruction (e.g., interim)
- Experience with designing tests that meet NCLB peer review requirements
- Experience with high-stakes accountability assessments which are used at the state, district, school, and teacher levels
- Demonstrated adherence to best practices and professional standards for developing educational tests in accord with industry standards as set forth in The Standards for Educational and Psychological Testing.

Desirable Qualifications

- Experience with application programming technology used in adaptive testing platforms
- Experience working as a part of complex large scale projects
- Experience with public schools frameworks and infrastructure

7. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about **January 26, 2012** and end on or about **April 30, 2012**. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI. The Vendor will be expected to augment the final deliverable at no additional cost in the event SBAC leadership identifies any element specified in the contract that is missing from the final deliverable. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

If requested by the SBAC, OSPI reserves the right to amend to extend the contract for up to one (1) additional contract year through 2013. Decision to amend shall be based on sustained satisfactory performance as decided by the Superintendent's designee, successful completion of project objectives, and availability of funding.

Additional services that are appropriate to the scope of this RFP, as determined by OSPI, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

8. FUNDING

The CONSORTIUM has budgeted an amount not to exceed \$2.2 million for this project. Proposals in excess of \$2.2 million will be rejected as non-responsive and will not be evaluated.

The exact financial terms shall be determined during contract negotiation. Proposals shall include Vendor's most favorable and competitive cost estimate to perform the work.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The funding for this contract has been secured through the U.S. Department of Education award to the State of Washington, acting as fiscal agent for the CONSORTIUM.

9. ADA

OSPI complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

Section B. GENERAL INFORMATION FOR CONSULTANTS

1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSPI for this procurement. All communication between the Consultant and OSPI upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name:	Michael Middleton
Physical Address:	600 Washington Street South
Mailing Address:	Post Office Box 47200
City, State, Zip Code:	Olympia, WA 98504-7200
Telephone:	360.725.6434
Fax:	360.725.0424
Email Address:	Michael.Middleton@k12.wa.us and debbie.crawford@k12.wa.us

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on OSPI. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI Issues RFP	October 25, 2011
2.	Letter of Intent Due	October 31, 2011
3.	Question and Answer Period	October 25 – November 7, 2011
5.	Last Date for Questions Regarding RFP	November 7, 2011
6.	Final Question and Answer Addendum or Amendment Posting (must be posted on OSPI's website and WEBS)	November 15 16, 2011
7.	Proposals Due	November 23, 2011 at 12:30 p.m. PST
8.	Evaluation of Written Proposals	November 29 – December 7, 2011
9.	Oral Interviews with Finalists (if determined necessary by OSPI)	December 15 –16, 2011
10.	Announce "Apparently Successful Vendor" and Send Notification to Unsuccessful Proposers	December 21, 2011
11.	Debriefing Conferences (if requested)	December 27 – January 9, 2012
13.	Contract Negotiation	December 27, 2011 – January 9, 2012
14.	Contract Start Date	January 26, 2012

OSPI reserves the right to revise the above schedule.

3. LETTER OF INTENT

A Letter of Intent to Bid in response to this RFP, though not mandatory, is highly encouraged by OSPI as a means to ensure sharing communications regarding this solicitation. Those perspective bidders interested in participating in this RFP should plan to submit a Letter of Intent (to the RFP Coordinator identified above) by **5:00 PM (Pacific Standard Time), on October 31, 2011**. This letter may be sent via fax, email attachment, or postal or express courier service.

4. SUBMISSION OF PROPOSALS

PROPOSERS are required to submit sixteen (16) copies of their proposal. One (1) copy must be hardcopy with original signatures, as noted in Section C, while the remaining fifteen (15) copies are to be provided electronically on compact discs (CD) or flash drives. The proposal, whether mailed or hand delivered, must be received by OSPI no later than **12:30 PM Pacific Standard Time in Olympia, WA on November 23, 2011**. The proposal is to be sent to the RFP Coordinator at the address noted in Section B.1. The envelope should be clearly marked to the attention of the RFP Coordinator, who is OSPI's sole point of contact for this procurement.

Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Vendors who are hand delivering proposals should allow time for traffic congestion. Vendors assume the risk for the method of delivery chosen. OSPI assumes no responsibility for delays caused by any delivery service.

Late proposals will not be accepted and will be automatically disqualified from further consideration. The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of OSPI and will not be returned.

5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of OSPI.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Assistant Superintendent/designee and the apparently successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page and the particular exception from disclosure upon which the Consultant is making the claim must be identified. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

OSPI will consider a Consultant's request for exemption from disclosure; however, OSPI will make a decision predicated upon RCW 42.56. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

6. ADDENDUMS AND AMENDMENTS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the OSPI website, at <http://www.k12.wa.us/RFP/>. For this purpose, the published Vendor questions and SBAC answers, and any other pertinent information shall be considered an addendum to the RFP and also placed on the agency website. Additionally, all addenda referred to above will be released on WEBS for all Vendors who are registered. It will be the responsibility of interested Vendors to check the website periodically for RFP addenda and updates.

7. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

8. ACCEPTANCE PERIOD

Proposals must provide 90 days for acceptance by OSPI from the due date for receipt of proposals.

9. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

OSPI also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

10. MOST FAVORABLE TERMS

OSPI reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Vendor

can propose. There will be no best and final offer procedure. OSPI does reserve the right to contact a Vendor for clarification of its proposal.

The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Vendor negotiations may incorporate some or all of the Vendor's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSPI.

11. CONTRACT AND GENERAL TERMS & CONDITIONS

The apparently successful Vendor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B and Exhibit D, respectively. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The Vendor may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A, to this solicitation. OSPI will review requested exceptions and accept or reject the same at its sole discretion.

12. COSTS TO PROPOSE

OSPI will not be liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

13. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or OSPI to contract for services specified herein. OSPI also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract without penalty.

14. REJECTION OF PROPOSALS

OSPI reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

15. COMMITMENT OF FUNDS

The Contracts Administrator or Director of Financial Resources are the only individuals who may legally commit OSPI to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

16. STATEWIDE VENDOR PAYMENT REGISTRATION

Vendors awarded contracts as a result of this RFP will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management for use by Washington State agencies in processing vendor payments. This allows you, as a vendor, to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. Effective April 30, 2011, all OSPI contractors will be required to register as a Statewide Vendor. Participation in direct deposit is optional.

Please go to <http://www.ofm.wa.gov/isd/vendors.asp> for online registration.

17. INSURANCE COVERAGE

The Apparently Successful Bidder must comply with the insurance requirements identified in the Sample Contract General Terms and Conditions, Exhibit D.

The Vendor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Vendor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to OSPI within fifteen (15) days of the contract effective date.

Section C. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 ½ x 11) inch paper size with tabs separating the major sections of the proposal. The Letter of Submittal, excluding the signed Certifications and Assurances shall be a maximum of one (1) page. The page limit for the main proposal is 100 pages, double spaced, excluding appendices and resumes. SBAC discourages lengthy proposals. Proposals should provide a straightforward, concise description of the VENDOR's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Vendor in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal, the attached Certifications and Assurances form (Exhibit A to this RFP), and attached Vendor Intake Form (Exhibit E to this RFP) must be signed and dated by a person authorized to legally bind the Vendor to a contractual relationship, (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship). Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Vendor and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, fax number and email address of legal entity or individual with whom contract would be written
2. The name of the contact person for this RFP
3. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
4. Legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists
5. Location of the facility from which the Vendor would operate
6. A detailed list of all materials and enclosures included in the Proposal

2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Vendor’s proposed approach and methodology for all parts of the project. This section should convey the Vendor’s understanding of the proposed project. Components are defined below.

Vendors must present proposals for the entire project, not on individual components.

Components of the Project

Component	Description
1	<p>Develop test specifications and blueprints</p> <ul style="list-style-type: none"> a. Work with SBAC to develop statement of test purpose. b. Develop specific design for representing SBAC’s content specifications for summative student test events through a process of feedback and revisions with SBAC staff and work groups. c. Work with SBAC to develop overall test specifications including test length, psychometric criteria and the number of times students are tested from the same pool. d. The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.
2	<p>Develop pilot and field test specifications</p> <ul style="list-style-type: none"> a. Develop pilot test form specifications with intended difficulty distribution. b. Develop field test specifications including anchor test design. c. The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.
3	<p>Develop CAT specifications and conduct initial CAT simulation studies</p> <ul style="list-style-type: none"> a. Develop algorithm <ul style="list-style-type: none"> i. Specify entry, selection, scoring, exit method ii. Address exposure and other measurement concerns b. Provide for ongoing consortium use a simulation engine that executes algorithm and carry out simulations for each test, varying pool and population characteristics as well as CAT constraints. c. Conduct simulation studies. Based on simulation results, recommend optimal design, pool structure, and pool distribution. d. Provide simulation output that shows test and algorithm functioning. e. Provide test level simulation output and provide reports of student parameter recovery. f. Develop progress reports on CAT simulation studies and identify optimal algorithm design. g. Provide documentation and consultation regarding recommendations

	<p>to address federal RTTA monitoring and peer review standards.</p> <p>h. The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.</p>
4	<p>Identify the role of Performance Assessments in the overall assignment of students to achievement category</p> <p>a. Provide a decision making framework regarding whether Performance Tasks will be scaled and how they will be incorporated into an overall score.</p> <p>b. Identify the scores or ratings performance tasks will deliver and how they will correspond to Score Reporting Categories.</p> <p>c. Provide a plan, for piloting and field testing performance tasks.</p> <p>d. The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.</p>
5	<p>Develop specifications for an interim testing system to include, at minimum, a collection of items and tasks and an interface for allowing states and districts to craft assessments to inform instruction</p> <p>a. Create specifications for the purposes and functions of the interim system by facilitating discussions among SBAC stakeholders and providing a means for recording and organizing stakeholder input.</p> <p>b. Specify a framework for the bank of items and tasks and the interface for state and district use.</p> <p>c. The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.</p>

B. Work Plan – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Vendor’s technical knowledge and skills necessary to successfully complete the project including their experience in testing English language learners and students with disabilities. Include any required involvement of SBAC staff. The Vendor may also present any creative approaches that might be appropriate including creative ideas in making assessments more accessible for the tests takers with variety of background characteristics and may provide any pertinent supporting documentation.

C. Project Schedule – Include a project schedule indicating when the elements of the work will be completed and when deliverables will be provided.

D. Deliverables – Fully describe deliverables to be submitted under the proposed contract.

E. Outcomes and Performance Measurement – Describe the impacts/outcomes the Vendor proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to the state agency.

Please Note: Mere repetition of the work statement in Section 1 will not be considered responsive.

F. Risks – Define risks identified as being significant to the success of the project. Include how the Vendor proposes to effectively monitor and manage these risks, including reporting of risks to the SBAC’s contract manager.

The following information will assist Vendors in ensuring that their proposals meet the SBAC expectations.

Expected Work Statement

This RFP is intended to result in the selection of a Vendor who will work with the CONSORTIUM to make explicit statements of test purpose, describe how they plan to develop test blueprints and describe process or methodology use to create specifications, identify the role of performance assessments in making overall decisions about student achievement level, specify the CAT algorithm used to satisfy blueprints, and conduct preliminary simulation studies. As specified in the Smarter Balanced Assessment Consortium’s RTTT Application, test blueprints need to yield results that provide sufficient data across the CCSS to measure both achievement and growth. Summative assessments consist of the adaptive test and a set of performance tasks delivered during Consortium-defined testing windows.

For each component of the proposal, the VENDOR will facilitate the decision making process by conducting sessions with SBAC work groups, staff, leadership and other stakeholders as requested. Finally, the VENDOR will conduct final reviews and secure final approval from the appropriate SBAC entity in accordance with CONSORTIUM governance. Proposals will include plans for time and resources dedicated to these activities.

The overall plan for meeting achievement standards will describe how combinations of items and performance tasks work together to cover the full range of content and cognitive rigor in each subject area for the respective grades. Adaptive test blueprints are content frameworks for the adaptive portion of each student’s test. The adaptive engine that delivers tests to students needs to satisfy the adaptive blueprint while providing measurement that best meets content, instructional, and technical considerations. The algorithm for the adaptive engine deals with the selection and scoring mechanisms operating during the test session.. These elements must work with performance task results to deliver results that cover content specifications and provide comprehensive evidence for assigning a student to an achievement category.

The Vendor will develop blueprints and specifications materials for summative adaptive tests and an overall design of how adaptive tests and performance assessments work together in making decisions about student achievement levels. In addition, the Vendor will gather requirements from SBAC stakeholders about expected uses and functions for the interim assessment system and work with the CONSORTIUM to provide a framework for interim tests devised by states using the CONSORTIUM’s online interface.

The SBAC members have been meeting extensively to generate initial ideas about what the summative and interim assessments will look like; however, there is still much work to be done. The Vendor(s) involved in this effort will work closely with the key work groups of the SBAC in the development of these specifications. The Vendor(s) must be prepared for intensive collaboration and tight schedules. Vendor(s) will have to be flexible and able to respond quickly to ideas as they emerge from work groups. The Vendor will also need to work closely with the Psychometric Services Provider to contribute information about test design for inclusion in the technical manual to be written by the Psychometric Services vendor. The Vendor will also need to work with the Test Engine Development Provider, with the Test Design and Performance Task Assessment Work Groups, and other CONSORTIUM stakeholders as directed. The Vendor is tasked with carrying out the process for making decisions facilitating the consensus process on each deliverable in a manner consistent with CONSORTIUM governance.

Design of Pilot and Field Testing

Test development activities include a pilot phase to begin scaling and to establish a set of anchor items for the Field test stage. The pilot phase calls for fixed-form tests constructed to meet the content blueprints for adaptive tests. The design of the pilot test must also satisfy the linking design necessary for preliminary scaling, which is determined by the Psychometric Services provider. Items used in the initial pilot phase will be analyzed and calibrated. Those items that meet acceptance criteria set by the Psychometrics Services vendor will serve as anchors for the field test phase. Most items will be calibrated during field testing. The pilot design the vendor proposes should not be predicated on the use of only one specific Item Response Theory (IRT) model but must be designed to accommodate the SBAC decision of psychometric procedure(s).

Summative and Interim Assessments

The CONSORTIUM is committed to the development of a computerized adaptive testing engine to deliver adaptive assessments and a platform for presenting and collecting results from performance tasks. The CAT engine is to be integrated with the CONSORTIUM item banks so that tests can be delivered for a variety of purposes. Item banks are partitioned into secure pools for summative tests, and non-secure pools for interim assessments. The CONSORTIUM will provide an interface that allows partner states to create interim tests and assessment activities from the non-secure bank. The interim system includes a bank of scaled items for IRT-based tests and collections of performance assessments with associated scoring materials. The interface provided to States will allow SBAC partners to use the non-secure pools for a variety of purposes and test designs of their own choosing. The Vendor will provide a framework for these assessments based on expected interim uses.

The “Balanced” part of the CONSORTIUM’s name refers to the concept of a comprehensive system that provides not only the summative tests used in federal accountability, but also a set of assessments used throughout the year in the course of instruction. The VENDOR will be responsible for the design of the summative adaptive tests and performance evidence and will gather requirements and specify a framework for interim components of the assessment system. The focus of the interim component is to provide teachers with information that guides instruction. This emphasis will drive the design of the interim system.

The VENDOR will work with the CONSORTIUM to conceptualize computerized tests in such a way that additional classroom or interim tests can be easily, effectively and appropriately built to supply diagnostic data. The systems must be teacher-friendly and provide a variety of access points and options for teachers to maximize instructional support. If the CONTRACTOR views every single aspect of the design not only from a technical perspective, but also from an instructional perspective, SBAC foresees the creation of a series of practical, instructionally useful assessments for educators in CONSORTIUM states. The PROPOSER should have or acquire a sufficient number of staff who possess the instructional acumen necessary to generate instructionally relevant assessments.

The design of the interim component of the assessment system is in an early stage. SBAC has committed to provision of a bank of tasks that address the Common Core State Standards. These include scaled items that can be used in IRT-based tests and performance tasks with associated scoring rubrics and anchor papers. An interface will be provided that allows states and districts to craft assessments that match their instructional uses. The exact design and framework for the task bank and the interface have not yet been settled. This VENDOR will create specifications for this system and develop a framework to support intended uses of the interim task bank. The framework will include the interface that allows states and districts to create their own tests or connect interim tasks with local instructional units or curricula. The VENDOR will be responsible for recommending procedures to evaluate the psychometric properties of the interim system. Psychometric criteria, however, are not the sole criteria and will be weighed along with considerations of teacher-friendliness and instructional support capacity.

Records of Decision Making

The Vendor is responsible for making and maintaining records of all decisions made during contract activities (e.g., reviews, decisions, conference calls). These records will be presented to work groups in a timely manner (i.e., at least weekly) for review and confirmation of content. The Vendor will maintain version control (e.g., time/date stamps) of documents processed.

Annual Contractor Meeting

Although there will be two face-to-face cross-contractor meetings supporting project-specific and cross-consortium contractor engagements, the successful contractor for Test Blueprint and Computer Adaptive Test Specifications ~~The contractor~~ will only be responsible for travel costs associated with one annual meeting, due to the durations of the contract period. The associated travel expenses will be borne within the cost proposal provided in the \$2.2 million dollar budget. Vendors will be expected to allocate a reasonable sum of the proposed budget to support this task. ~~Any funds from this allocation not spent on the associated travel will revert back to OSPI upon conclusion of the contract unless amended in writing by both parties.~~

Components of the Deliverables

2.1 Develop Summative Specifications and Blueprints - Deliverable Due: March 1, 2012

Expected Outcome: A set of test specifications for summative evidence. The overall blueprint addresses comprehensive coverage of the CCSS, as interpreted by the English Language Arts (ELA) and Mathematics Content Specifications. Adaptive test blueprints will include information necessary to assure that each test event covers the appropriate set of content.

2.1.1 Develop a statement of purpose for each set of evidence. The vendor will work with CONSORTIUM leadership and work structure including the Test Design work group and other selected work groups as directed to craft a statement of purpose and intended score uses for each collection of evidence. These are the bases for the overall validity argument governing test development, test and pool design, and technical verification. They will include descriptions of the nature of results (scores, categories, raw scores), the relationship between results and Content Specifications, a listing of any score reporting category (e.g., goal areas, sub-goal areas), how results will be used, and the meaning or intended claims for results. The statement of purpose will also include a statement of the intended population for the test, including students with disabilities and English language learners and any content exposure (opportunity to learn) assumptions made by the test. Possible unintended outcomes that might arise in pursuit of the test's purpose should be described .

2.1.2 Develop content coverage specifications for adaptive student test events. [This section deals with adaptive test events. Performance tasks are covered more thoroughly in section 2.4.]

Working with CONSORTIUM groups, the vendor will collect information from SBAC stakeholders and will then propose a set of test event blueprints that address coverage of the CCSS, as interpreted by the ELA and Mathematics Content Specifications. The VENDOR will refine the proposed blueprints by conducting review and revision sessions with SBAC staff and work groups. Test event blueprints show what each student will receive in a test session. They are the basis for both item needs specifications and test engine constraints. For the adaptive tests, these include:

- Proportions of items in score reporting categories – these may be ranges or specific percentages depending on scoring design.
- Proportions of items in each category and subcategory of CCSS, as interpreted by the SBAC Content Specifications for ELA/Math.
- Specifications for sampling within scoring categories – i.e., subcategories that are surveyed, but not reported.
- Cognitive complexity specifications – minimum expectations for the number of high complexity (or deep knowledge) tasks given to each examinee.
- Any other specifications required to assure that tests fully address CCSS as interpreted by the ELA and Mathematics Content Specifications.
- Number and placement of field test items

- Comprehensive recommendations and documentation describing test blueprints for a paper/pencil, fixed form of the assessment that ensures comparable content coverage and cognitive complexity and delivers scores on the same scale as adaptive test events .
- Comprehensive recommendations and documentation describing test blueprints for accommodated or translated tests that ensure comparable content coverage and cognitive complexity and deliver scores on the same scale as adaptive test events.

2.1.3 Overall summative adaptive test specifications

Include in the process for blueprint design activities for proposal, review and revision of overall test specifications.

- Approximate test length (in number of tasks/items and clock time)
- The number of score reporting categories (SRC), a list of SRC titles and connection of SRCs with Content Specifications
- Maximum allowable standard errors of measurement at the score and subscore level
- Minimum allowable marginal reliability criteria
- Number of times an individual will be tested out of the same item pool

2.1.4 The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.

<h2>2.2 Develop Pilot and Field Test Specifications - Deliverable Due: April 1, 2012</h2>
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Expected Outcome: Specifications for fixed-form pilot tests that satisfy test blueprints and linking for scaling including between and within grade linking. Specifications for a series of field tests to be delivered online with adaptive components.

2.2.1 Develop Pilot Test Specifications

- Develop fixed-form tests for electronic and paper/pencil pilot testing that:
 - meet content constraints in test blueprints
 - satisfy linking design (including between and across grade linking) for preliminary scaling as specified by Psychometric Services Vendor
 - describe expected content and linguistic difficulty levels of items and methodology used to determine the levels
 - determine the appropriate numbers of items needed to supply an initial anchor pool for field tests

2.2.2 Develop Field Test Specifications

- Develop online tests for field testing:
 - Tests will use calibrated items from the pilot stage as an anchor pool
 - Field tests will be conducted to calibrate all item including translated, Brailled or other accommodated items as directed by the CONSORTIUM
 - Each test event will have a number of items delivered from the anchor pool and a number of field test items
 - Field test forms will change progressively throughout the field test period. Initially, there will be a smaller anchor pool that will be used primarily to calibrate items and will not conform to the test blueprint
 - Field test items are to be calibrated in batches so that the anchor pool can grow quickly

- By the final stage of field testing, the anchor test will be delivered in the operational format satisfying the test blueprint using the operational algorithm
- Develop designs for paper/pencil field tests that meet final operational test specs.
- Develop final operational fixed test form designs for accommodated tests to be delivered electronically or on paper as required.

2.2.3. The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.

2.3 Develop CAT Specifications and Conduct Initial CAT Simulation Studies - Deliverable Due: April 30, 2012

Expected Outcome: Specifications for computerized adaptive algorithm that yields the best measurement possible while satisfying summative test blueprint constraints. Run initial simulations based on this algorithm to determine test technical characteristics, determine optimal pool distribution, , optimal content coverage to support reliable scoring at all intended reporting levels, and provide specifications to team developing the test delivery engine. As with all products developed for the CONSORTIUM, the algorithm will not be proprietary and will be made public. The design needs to be specific enough to allow design of equivalent algorithms in different systems.

2.3.1 Develop CAT specifications that satisfy SBAC’s business rules, reporting requirements, and content constraints.

- Entry method
 - Selection of first item
 - Initial scoring – method used to estimate ability while waiting for the examinee to have mixed responses (i.e., what does the algorithm do when a student has all right or all wrong responses?)
 - Method for preventing premature convergence
- Selection criteria
 - Selection method
 - Method used to satisfy content constraints
 - Width of informative search (may vary throughout test, affects pool design)
 - Exposure control method
 - Control for cueing
- Scoring
 - Momentary score estimation for both overall score and reporting category scores
 - Final score estimation
 - Method of calculating Standard Error of Measurement (SEM), item information throughout test and at end
 - Explain what algorithm does when a student changes answers mid-test
 - Explain what how the algorithm will handle test events that are paused in the middle and resume in another test session

- Termination
 - Trigger for test end
 - Final calculations
- Output
 - Information reported on screen immediately
 - Information retained for database and reports

2.3.2 Initial CAT Simulation Studies

- Provide for ongoing consortium use either via open-source or unrestricted license, a simulation engine that uses the algorithm specified above. The engine will be capable of accepting simulated item pools and examinee populations to see how the proposed test design functions under a variety of conditions. The engine also needs the capacity to vary design specifications so that optimal specifications can be derived.
- Conduct studies simulating test events using a variety of item pool sizes and distributions, expected population constraints, and design elements. Note that summative tests need to allow for two test administrations from the same pool to allow for retests. Simulations need to show the performance of retests from the same pool.. The Vendor will need to run simulations of repeated test events from the same pool and report the size and distribution of pools needed to support the expected number of test events.
- Generate reports of simulation results including:
 - How well simulation identified initial examinee ability
 - Verification that test events follow adaptive test blueprints
 - Report of how well simulated test events met SEM criteria
 - Recommendation of optimal pool size and distribution to achieve low error across the expected examinee range and good recovery of examinee parameters
- Provide results to appropriate SBAC stakeholders for review.

2.3.3 Implement the simulations using the simulation engine. Based on simulation results, recommend optimal design, pool structure, and pool distribution.

2.3.4 Provide simulation output that shows test and algorithm function

- Include;
 - estimates of momentary ability after each response
 - search criteria and information calculations for every response
 - evidence that simulated test events match content blueprint

2.3.5 Provide test level simulation output and provide reports of student parameter recovery.

2.3.6 Develop progress reports on CAT simulation studies and identify optimal algorithm design.

2.3.7 Provide documentation and consultation regarding recommendations to address federal RTTA monitoring and peer review standards.

2.3.8 The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.

2.4 Identify the role of performance assessments in assigning students to an overall achievement category - Deliverable Due: April 30, 2012

***Expected Outcome:* A description of how performance assessments will be combined with CAT results to assign students to an achievement category. A specification for the types of scores or ratings performance assessments will deliver to the summative and reporting systems. A plan for developing performance assessments that yield results with consistent rigor and meaning.**

2.4.1 Provide a decision making framework regarding whether Performance Tasks will be scaled and how they will be incorporated into an overall collection of evidence to be used in standard setting and in assigning students to achievement categories.

2.4.2 Identify the scores or ratings performance tasks will deliver and how they will correspond to Score Reporting Categories and Content specifications.

2.4.3 Provide a plan for piloting and field testing performance tasks to assure comparability of results across tasks, raters, and student groups.

2.4.4 The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.

2.5 Develop specifications for an interim testing system - Deliverable Due: April 30, 2012

***Expected Outcome:* Design of a system that allows development of assessments for use in teaching and learning. The design will reflect the needs and requirements gathered from SBAC stakeholders and provide direction to the developers of the user interface**

2.5.1 Develop specifications for the desired features of the interim system. by facilitating discussions among SBAC stakeholders and providing a means for recording and organizing stakeholder input.

2.5.2 Specify a framework for the bank of items and tasks and the interface for state and district use.

- Design the interim interface and projected test designs as a framework for both software development and item needs description
- Design a method for associating tasks in the interim bank with local units or curricula

2.5.3 The CONTRACTOR will be responsible for facilitating a consensus process for the final product consistent with SBAC governance.

3. MANAGEMENT PROPOSAL

A. Project Management (SCORED)

- 1. Project Team Structure/Internal Controls** – Vendors should provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
- 2. Staff Qualifications/Experience** – Vendors should identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Staff must include individuals who have knowledge and experience in the assessments of students with different background characteristics including English language learners and students with disabilities and project components. Provide resumes for the named 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 will actually perform the assigned work. Any staff substitution must have the prior approval of OSPI.

B. Experience of the Vendor (SCORED)

1. Indicate other relevant experience that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract.
2. Include a list of contracts the Vendor has had during the last five 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.

C. References (MANDATORY)

List names, addresses, telephone numbers, and fax numbers/email addresses of three business references for which work has been accomplished and briefly describe the type of service provided. The Vendor must grant permission to OSPI to contact the references. Do not include current OSPI staff as references. References may be contacted for the top-scoring proposal(s) only.

D. Vendor Intake Form (MANDATORY)

Vendors must submit a completed Vendor Intake Form, Exhibit D. Please sign and include any attachments that are necessary.

4. COST PROPOSAL (MANDATORY)

The evaluation process is designed to award this procurement to the Vendor whose proposal best meets the requirements of this RFP, not necessarily to the Vendor with the lowest cost. However, Vendors are encouraged to submit proposals that are consistent with state government efforts to conserve state resources.

Identification of Costs – Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Vendor is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Vendors are required to collect and pay Washington State sales tax, if applicable.

Costs for subcontractors are to be broken out separately.

Section D. EVALUATION AND CONTRACT AWARD

1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by OSPI, which will determine the ranking of the proposals.

OSPI, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. If OSPI elects to hold an oral presentation, finalists should be advised that the oral presentation may be a significant factor in the final determination of a selected vendor.

Points accumulated through the review of proposals will not alone determine the selection of a vendor, but will be considered along with all of the information provided by the prospective vendors including: references, the written supplements to the proposal, the cost proposal and, if conducted, the oral presentations, in determining an apparent successful vendor.

2. EVALUATION WEIGHTING AND SCORING

The following points will be assigned to the proposals for evaluation purposes:

Technical Proposal – 63%		30 points
Project Approach/Methodology	6 points (maximum)	
Quality of Work Plan	6 points (maximum)	
Project Schedule	6 points (maximum)	
Project Deliverables & Outcomes	12 points (maximum)	
Management Proposal – 37%		18 points
Project Team Structure/Internal Controls	6 points (maximum)	
Staff Qualifications/Experience	6 points (maximum)	
Experience of the Consultant	6 points (maximum)	
GRAND TOTAL FOR PROPOSAL		48 points

References may be contacted for the top-scoring proposer(s) only.

3. NOTIFICATION TO PROPOSERS

Proposals that have not been selected for further negotiation or award will be notified via email by the RFP Coordinator.

4. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, an individual debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter or e-mail is sent to the Vendor. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by the RFP Coordinator and Proposer.

Discussion will be limited to a critique of the requesting Vendor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of 30 minutes.

5. PROTEST PROCEDURE

This protest procedure is available to Vendors who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Vendor is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by fax or email, but should be followed by a hard copy document.

Vendors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest including specific facts and complete statements of the action(s) being protested. The protesting party may submit with the protest any documents or information deemed relevant. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator/evaluation team;
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or OSPI policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) OSPI's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by OSPI. OSPI Contracts Administrator or an employee delegated by the Contracts Administrator who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Vendor that submitted a proposal, such Vendor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSPI's action; or
- Find only technical or harmless errors in OSPI's acquisition process and determine OSPI to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide OSPI options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If OSPI determines that the protest is without merit, OSPI will enter into a contract with the apparently successful Vendor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

Section E. RFP EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Sample Contract
- Exhibit C Service Level Requirements & Remedies
- Exhibit D General Terms and Conditions (GT&Cs)
- Exhibit E Contractor Intake Form
- Exhibit F Evaluation Criteria
- Exhibit G Race to the Top Assessment Program
- Exhibit H Common Core State Standards

EXHIBIT A CERTIFICATION AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by OSPI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that OSPI will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of OSPI, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant OSPI the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.

Signature of Proposer

Title

Date

EXHIBIT B

CONTRACT FOR PERSONAL SERVICES

Contract No. _____

between

SUPERINTENDENT OF PUBLIC INSTRUCTION, STATE OF WASHINGTON

(hereinafter referred to as Superintendent)
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

[CONTRACTOR NAME]

(hereinafter referred to as Contractor)
[Contractor Address]

Social Security #xxx-xx- [redacted] or Federal Identification # [redacted] - [redacted]
and
Unified Business Identifier # [redacted] - [redacted] - [redacted]

In consideration of the promises and conditions contained herein, Superintendent and Contractor do mutually agree as follows:

I. DUTIES OF THE CONTRACTOR

A. The general objective(s) of this contract is/are as follows:

[Include a brief description of the agreed upon services.]

B. In order to accomplish the general objective(s) of this contract, Contractor shall perform the following specific duties to the satisfaction of the Superintendent's designee, [name of designee]:

[Describe the work to be performed by Contractor in detail, including a breakdown of the quantifiable steps or components of what the Contractor is to do.]

As included in the Superintendent's Request for Proposals No. [RFP#] attached as Exhibit B, and the Contractor's proposal dated [date], attached as Exhibit C, and any subsequent amendments as identified in Section [section number]: Incorporation of Attachments and Order of Precedence.

C. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

[List deliverables]

All written reports required under this contract must be delivered to the Superintendent's designee in accordance with the schedule above.

II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

Contractor shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) This contract must be executed by a representative of the Contractor and the Superintendent; (2) This contract must be filed with, and approved by, the Office of Financial Management, if and to the extent required by state personal service contract laws; and, (3) Superintendent's designee must confirm the occurrence of conditions number one and two and notify the Contractor to commence performance.

The schedule of performance of Contractor's duties is as follows subject, however, to the three prior conditions to commencement of performance set forth immediately above:

The period of performance under this contract will be from [start date] or date of execution, whichever is later, through [end date].

III. DUTIES OF THE SUPERINTENDENT

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor at a rate not to exceed a total of [write out full dollar amount] dollars (\$). Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

In addition, Contractor shall be entitled to reimbursement in accordance with the terms set forth in Section III.C. below.

Funds for the payment of this contract are provided by federal program(s) [program title], Catalog of Federal Domestic Assistance #(s) [CFDA#].

- B. Payment shall be made to the Contractor as follows:

>Periodically in the form of progress payments in the amounts and for the stages of partial performance set forth below:

Schedule of Payments

>Periodically based on invoices submitted by the Contractor for actual costs incurred to date based on receipts or other documentation.

Invoice(s) will be paid only after approval by the Superintendent's designee and Agency Financial Services, OSPI. The invoice shall include an original signature, the contract number, and document to the Superintendent's designee's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the Superintendent's designee receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by Agency Financial Services, OSPI.

C. Contractor shall be entitled to reimbursement for expenses incurred, as follows:

1. Travel and per diem expenses for [#] person(s) in the amounts and for the purposes otherwise established for state employees at the time of incurrence by the rules and regulatory policies of the Office of Financial Management (OFM) not to exceed [write out full dollar amount] dollars (\$ []). Contractor’s “official duty station” (i.e., the origin of reimbursable travel and/or per diem) shall be [official duty station].

and/or

2. Expenses incurred for the following specified purposes not to exceed a total of [write out full dollar amount] dollars (\$ []). Contractor must submit receipts or other documentation.

IV. RENEWAL (OPTIONAL CLAUSE)

Superintendent has the right to renew this contract in whole or in part for the year(s) [renewal year(s)] by giving notice on or before [date] to the Contractor. If Superintendent provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous contract year, provided that Superintendent and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous contract.

V. CONTRACT MANAGEMENT

The following Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contract Manager for OSPI	Contract Manager for [Contractor Name]
[Contract Manager's Name]	[Contract Manager's Name]
[Contract Manager's Title]	[Contract Manager's Title]
Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200	[Contract Manager's Address]
Phone: ([]) []-[]	Phone: ([]) []-[]
Fax: ([]) []-[]	Fax: ([]) []-[]
Email: [Contract Manager's Email Address]	Email: [Contract Manager's Email Address]

VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Personal Services, General Terms and Conditions
- Attachment B – Request for Proposals No. [RFP#] with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor’s Proposal
- *Any other provision, term or material incorporated herein by reference or otherwise incorporated.*

VII. APPROVAL

This contract shall be subject to the written approval of the Superintendent's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

We the undersigned agree to the terms of the foregoing contract.

[Contractor Name]

Superintendent of Public Instruction
State of Washington

Signature Title

Sheryl Turner, Contracts Administrator

Print Name Date

Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY
by the Assistant Attorney General

Non-profit organization? yes* no
*If yes, under what IRS section? Please attach a copy.

EXHIBIT C

Service Level Requirements & Remedies

Timely delivery of services and deliverable is imperative and, as a result, the contract will include provisions for requirements and financial remedies to ensure the completion of tasks and processes deemed essential to the SBAC. The Contractor's failure to complete essential tasks and processes both correctly and on time could result in substantial injury to the SBAC, either through incidental cost burdens from corrective actions or through jeopardizing the integrity of the SBAC through the release of inaccurate or misleading information.

Service Requirements

The following list of requirements and the associated financial remedies dictate the terms regarding service performance expected of the Contractor while working with the SBAC. This list is not to be construed as all inclusive, but any item deemed essential after the release of the RFP will be added through addenda prior to the proposal due date or will be included through negotiation prior to execution of the contract.

Item	Metric	Remedy
Production of first draft of major products without guidance provided by relevant SBAC work group(s)	Draft materials will reflect guidance provided by relevant SBAC work group(s). Any materials that do not follow from input will be penalized.	\$2,500 per incident
Delay in delivery of draft materials for SBAC work group reviews	Draft materials will be presented to the relevant work groups and the Executive Committee on the due date unless a formal change in schedule has been approved by the designated SBAC Work Group Leadership. A delay for any deliverable will be considered an incident.	\$2,500 per incident, per day
Failure to implement requested revisions	Revisions will be agreed upon by representatives of relevant work groups and sent to Contractor. Any revision requested that is not implemented during the next review cycle will be considered a failure to implement requested revision.	\$2,000 per incident

Delay in delivery of revised materials to work groups and Executive Committee	Revised materials will be presented to the relevant work groups and the Executive Committee on the due date unless a formal change in schedule has been approved by the designated SBAC Work Group Leadership. A delay for any deliverable will be considered an incident.	\$5,000 per incident, per day
Delay in delivery of final version of deliverable	Final versions of deliverables will be provided in the agreed upon form on the scheduled due date unless a formal change in schedule has been approved by the designated SBAC Work Group Leadership. A delay for any deliverable will be considered an incident.	\$7,500 per incident, per day
Failure to produce written documentation of meeting minutes	Minutes will be distributed to participants within 24 hours of a meeting. Any delay will be considered an incident.	\$2,500 per incident
Failure to produce written documentation of any decisions made by work groups and Contractor	Decision documentation will be distributed to participants within 24 hours of decision. Any delay will be considered an incident	\$2,500 per incident

(*) The CONSORTIUM definition of “end-of-day” is 11:59PM in the sender’s time zone.

Collection of Remedy

At OSPI’s discretion, collection of financial remedies may be initiated through either deduction from contract payments or direct invoicing to the CONTRACTOR.

Exhibit D

Attachment A Contract for Personal Services GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to the Superintendent, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Agreement may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Superintendent.
5. **Assurances.** The Superintendent and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this contract for various activities and line item objects of expenditure may be revised without prior written approval of Superintendent, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the Superintendent.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** If federal funds are the basis for this contract, the Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed \$25,000. Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.

9. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the Superintendent of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
10. **Confidentiality.** The Contractor acknowledges that all of the data, material and information which originates from this contract, and the student assessment data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by the Superintendent or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.
11. **Copyright Provisions.** Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Superintendent. The Superintendent shall be considered the author of such Materials. If Materials are not considered "works for hire", Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

Consistent with 34 CFR 80.34, the U.S. Department of Education reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal government purposes, the copyright in any work developed under a grant (or contract under a grant) in the Race to the Top Assessment program, and any rights of copyright to which a grantee or contractor purchases ownership with grant support. Relevant authority for this requirement is 20 U.S.C. 3474 and OMB Circular A-102.

12. **Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
13. **Disputes.** In the event that a dispute arises under this contract, it shall be determined by a Dispute Board in the following manner: (1) The Superintendent shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the Superintendent and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto.

As alternatives to the above Dispute Board process: (1) if the dispute is between two or more state agencies, any one of the agencies may request intervention by the Governor, as provided by 43.17.330 RCW, in which event the Governor's process shall control; and, (2) if the dispute is between a non-state agency and another state agency or non-state agency party to this contract, all the disputing parties may mutually agree to mediation prior to submitting the dispute to a Dispute Board in the event the dispute is not resolved pursuant to mediation within an agreed-upon time period.

14. **Duplicate Payment.** The Superintendent shall not pay the Contractor, if the Contractor has charged or will charge the state or Washington or any other party under any other contract or agreement, for the same services or expenses.
15. **Entire Agreement.** This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
16. **Ethical Conduct.** Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17.130 and 41.06.250 prohibiting the use of public resources for political purposes.
17. **Governing Law.** This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
18. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Superintendent and all officials, agents, and employees of the Superintendent, from and against all claims for injuries or death arising out of or resulting from the performance of this contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of

competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Superintendent for any claim out of or incident to Contractor's or subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, or hold harmless the Superintendent shall not be eliminated or reduced by any actual or alleged concurrent negligence by Superintendent or its agents, employees, or officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless Superintendent and its agents, employees, or officials.

19. Independent Capacity of the Contractor. The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his/her employees or agents performing under this contract are not employees or agents of the Superintendent. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Superintendent or of the state of Washington by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

20. Insurance.

a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontract retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Satisfaction of these requirements shall include, but shall not be limited to:

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the Superintendent, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the Superintendent incurs fines or is required by

law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the Superintendent for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the Superintendent by the Contractor pursuant to the indemnity may be deducted from any payments owed by the Superintendent to the Contractor for the performance of this contract.

- b. **Proof of Insurance.** Certificates and or evidence satisfactory to the Superintendent confirming the existence, terms and conditions of all insurance required above shall be delivered to the Superintendent within five (5) days of the Contractor's receipt of Authorization to Proceed.
- c. **General Insurance Requirements.** Contractor shall, at all times during the term of the contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the contract at the Superintendent's option. By requiring insurance herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Superintendent in this contract.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

- 21. **Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this contract.
- 22. **Limitation of Authority.** Only the Superintendent or the Superintendent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Superintendent.
- 23. **Non-Discrimination.** The Contractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the Superintendent. Accordingly, no person shall, on the ground of race, creed, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this contract. The Contractor shall notify the Superintendent immediately of any allegations, claims, disputes, or challenges made against it under the Americans with Disabilities Act. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the Superintendent.

24. **Overpayments.** Contractor shall refund to Superintendent the full amount of any overpayment under this contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, Superintendent may charge Contractor one percent (1%) per month on the amount due until paid in full.
25. **Payments.** No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Superintendent. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this contract under Duties of the Superintendent, and (2) Acceptance and certification by the Superintendent or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this contract, (1) All approvable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor, and (2) All expenses necessary to the Contractor's performance of this contract not specifically mentioned in the contract shall be borne in full by the Contractor.

26. **Public Disclosure.** Contractor acknowledges that the Agency is subject to Chapter 42.17 RCW, the Public Disclosure Act and that this contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42-17 RCW, the Agency shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Agency will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Agency will release the requested information on the date specified.
27. **Publicity.** The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract which in the Agency's judgment, Agency's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.
28. **Records Maintenance.** The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
29. **Registration with Department of Revenue.** The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

30. **Right of Inspection.** The Contractor shall provide right of access to its facilities to the Superintendent or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.
31. **Severability.** The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.
32. **Site Security.** While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.
33. **Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Superintendent. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.
34. **Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.
35. **Termination for Convenience.** Except as otherwise provided in this contract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this contract is so terminated, the Superintendent shall be liable only for payment required under the terms of the contract for services rendered or goods delivered prior to the effective date of termination.
36. **Termination for Default.** In the event the Superintendent determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Superintendent has the right to suspend or terminate this Contract. The Superintendent shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated. The Superintendent reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Superintendent to terminate the Contract. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Superintendent provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

37. **Termination Due to Funding Limitations.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Superintendent may, without advance notice and without liability for damages, terminate the contract under the "Termination for Convenience" clause. The Superintendent and Contractor may, however, renegotiate this contract under any such new funding limitations and conditions.
38. **Termination Procedure.** Upon termination of this contract the Superintendent, in addition to other rights provided in this contract, may require the Contractor to deliver to the Superintendent any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Superintendent shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Superintendent and the amount agreed upon by the Contractor and the Superintendent for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the Superintendent, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Superintendent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this contract. The Superintendent may withhold from any amounts due to the Contractor such sum as the Superintendent determines to be necessary to protect the Superintendent against potential loss or liability.

The rights and remedies of the Superintendent provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Contractor shall:

- a. Stop work under this contract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the contract this is not terminated;
- c. Assign to the Superintendent, in the manner, at the times, and to the extent directed by the Superintendent, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the Superintendent has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Superintendent to the extent the Superintendent may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Superintendent and deliver, in the manner, at the times and to the extent as directed by the Superintendent, any property which, if the contract had been completed, would have been required to be furnished to the Superintendent;
- f. Complete performance of such part of the work not terminated by the Superintendent; and

g. Take such action as may be necessary, or as the Superintendent may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of the Contractor and in which the Superintendent has or may acquire an interest.

39. **Treatment of Assets.** Except as otherwise provided for in the contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this contract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this contract. The Contractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Agreement.

Any property of the Superintendent furnished to the Contractor shall, unless otherwise provided herein, or approved by the Superintendent, be used only for the performance of the contract.

The Contractor shall be responsible for any loss or damage to property of the Superintendent which results from the negligence of the Contractor which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Contractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Contractor under this clause shall include Contractor's employees, agents and subcontractors.

EXHIBIT E
Contractor intake form

EXHIBIT F Evaluation Criteria

Proposer:							
	Component		Topics to Consider	Points			
C1	Letter of Submittal	Mandatory	Yes/No	YES		NO	
C2	Technical Proposal	Scored	A. Project Approach/Methodology: Complete description of the Vendor's proposed approach and methodology for all parts of the project; convey the vendor's understanding; separate tech proposal for each component a. Test specs and blueprints b. Pilot and field test specs c. CAT specs and initial CAT simulation studies d. Performance assessment role, evidence and pilot plan e. Develop interim assessment framework	6	4	2	1
			B. Work Plan: All project requirements and the proposed tasks, services, activities, review cycles, etc. necessary to accomplish the scope of the project defined in this RFP within specified timelines and consistent with the SBAC Master Work Plan	6	4	2	1
			C. Project Schedule: Indicate major milestones, when the elements of the work will be completed, and when deliverables will be provided	6	4	2	1
			D. Deliverables: Fully describe deliverables to be submitted	6	4	2	1
			E. Outcomes and Performance Measurement: Define risks identified as being significant to the success of the project, including the management of these risks	6	4	2	1
C3	Management Proposal	Scored	A. Project Management a. Project Team Structure/Internal Controls: Description of the proposed team structure and an organization chart of the firm b. Staff Qualifications/Experience: Include subcontractors and resumes for named staff	6	4	2	1
			B. Experience of the Vendor: Indicate relevant experience and include a list of contracts and references	6	4	2	1
			C. References	6	4	2	1
		Mandatory	D. Vendor Intake Form (Yes/No)	YES		NO	
C4	Cost Proposal	Mandatory Not Scored	A. Identification of Costs: Identification of all costs to be charged for performing the services necessary to accomplish the objectives of the contract. Indicate cost efficiencies.				
			Total Points				

EXHIBIT G
Race to the Top Assessment Program

<http://www2.ed.gov/programs/racetothetop-assessment/index.html>

EXHIBIT H
Common Core State Standards

ELA Standards: http://www.corestandards.org/assets/CCSSI_ELA%20Standards.pdf

Mathematics Standards: http://www.corestandards.org/assets/CCSSI_Math%20Standards.pdf