

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

REQUEST FOR PROPOSALS (RFP)

RFP NO. SBAC - 03

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 bidder questions/OSPI answers will be posted to these sites. All interested proposers must be registered with WEBS under the following commodity code in order to receive notifications: 920-98-05 (DIS ITPS Cat. 5 - Technology Architecture Development).

PROJECT TITLE: SMARTER Balanced Assessment Consortium IT Systems Architecture

PROPOSAL DUE DATE: 4:30 p.m. PDT, July 1, 2011

EXPECTED TIME PERIOD FOR CONTRACT:
September 8, 2011, through September 30, 2014

ELIGIBILITY: This procurement is open to those consultants, vendors, and other entities that satisfy the minimum qualifications stated herein and that are available for work in the United States of America.

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

PURPOSE

The Office of Superintendent of Public Instruction (hereafter referenced as “OSPI”), acting on behalf of the SMARTER Balanced Assessment Consortium (hereafter referenced as the “CONSORTIUM”), is initiating this Request for Proposals (RFP) to solicit proposals from organizations (hereafter referenced as the “PROPOSER”) interested in participating in the CONSORTIUM’s grant from the U.S. Department of Education’s *Race to the Top Assessment Program* (Exhibit A). The CONSORTIUM is a collaborative of states mutually aligned to generate assessment tools and instructional resources that affiliated states can access as part of the federal government’s and each member state’s education reform efforts.

The purpose of this RFP is to contract with one or more IT Systems Architecture Services entities to develop and support the IT Systems Architecture for the CONSORTIUM’S next generation assessment system based upon the Common Core State Standards. The RFP is divided into two components as described below, allowing interested PROPOSERS to respond to one or both of the components.

- A. The IT Systems Architecture will establish the roadmap to achieve the CONSORTIUM’s vision and will contain the blueprints for systematically developing the technology necessary to support the CONSORTIUM’s Assessment System. It will guide the CONSORTIUM in the definition of future technology RFPs and define the architectural parameters to which future technology solutions must adhere. The primary components of the IT Systems Architecture should include, but not be limited to, the following:
 - Comprehensive Technology Strategy to guide the development, implementation, and management of a standards-based system available to all CONSORTIUM member states;
 - High-Level Application Architecture that maps the assessment functions to the necessary applications, identifies how data will flow between these applications, and ensures end-to-end data integrity;
 - Information Architecture that describes the data structures for determining how the data is processed, stored, and utilized; and
 - Technical Systems Architecture providing the blueprint for how data, applications, and technology infrastructure will be designed and integrated.

- B. Ongoing IT Systems Integration Architecture Services for the duration of the systems development process will ensure that the Assessment System is developed in adherence with the approved System Architecture. The areas of particular focus will include
 - Solution and Systems Architecture,
 - Open-Source Development Activities,
 - Technology Governance, and
 - Quality Assurance Testing.

Given the importance of quickly establishing the architecture and procuring the necessary implementation vendors, the CONSORTIUM is requiring that the IT Systems Architecture components (point A above) be delivered 90 days from contract initiation.

Although the CONTRACTOR shall be delivering many detail architectural artifacts, the CONTRACTOR in the IT Systems Architecture and Ongoing Services a will not be expected to build the actual assessment system. Please refer to Section 2.0 Technical Requirements for further details of the scope of work that is expected from this proposal.

A successful procurement shall result in the awarding of two contracts between OSPI and the successful service provider(s) (hereafter referenced as "CONTRACTOR"). The PROPOSER is expected to bid on one or both of the RFP components listed above. OSPI will execute two separate contracts with the Ongoing IT Systems Integration Architecture Services contract executed at the end of the successful completion of the IT Systems Architecture contract. The CONSORTIUM may ultimately award each of the two RFP components to different CONTRACTORS.

Maintaining open competition through open-source and other development approaches is a critical CONSORTIUM strategy. The CONTRACTOR is responsible for ensuring that their recommendations result in a system that maintains or increases the opportunities for competition. The CONTRACTOR is hereby notified that they may be excluded from bidding on additional CONSORTIUM work if it is determined that their work has unfairly limited the ability of other technology vendors from competing on future CONSORTIUM RFPs.

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 CONSORTIUM'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 B), 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 and
- 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 CONSORTIUM 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, the CONSORTIUM intends to promote collaboration and better alignment between public elementary, secondary, and postsecondary education systems by establishing a competitive preference priority for applications. The grant category will include commitments from public IHEs or IHE systems to participate in the design and development of the CONSORTIUM'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 CONSORTIUM-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 CONSORTIUM who are enrolled in those IHEs or IHE systems.

1.2. OBJECTIVE AND SCOPE OF WORK

The CONSORTIUM would encourage proposals that have strong partnerships between education-oriented firms and technology-oriented firms. Organizations that can provide the best compilation of industry and delivery skills into one proposal will be ideal.

PROPOSERS supporting the objectives of this RFP will be responsible for defining the technology strategy and standards, recommending the approach to open-source development and management, and developing architecture blueprints describing how the applications, data, and infrastructure must be structured for seamless integration. These strategies, standards, and architectures will be the basis for the system development activities and therefore must include a strong understanding of assessment system functions; state, district, and local schools' technology environments; and open-license and open-source technologies.

The CONSORTIUM is committed to open-licensed and open-source technology standards and applications that support interoperability, innovation, and a lower cost of ownership. Yet it recognizes the current limitations in available open-source software and, in certain situations, may accept the use of proprietary components as long as these proprietary components are the best options available to assist the CONSORTIUM in developing a system consistent with the objectives listed in section 2.0 Technical Requirements and the architect provides a future roadmap towards open-licensed technology.

The key Assessment System technology capabilities are identified below. For further background and context, reference the CONSORTIUM's Race to the Top Assessment Program Application, submitted to the U.S. Department of Education and available at <http://www.k12.wa.us/SMARTER/RTTApplication.aspx>.

1. Technology will be utilized to support all aspects of the system, such as developing, administering, and scoring the adaptive summative assessments, performance events, and adaptive interim assessments; developing and using formative tools, processes, and practices; and accessing the Digital Library and system portal, housing the public website, an educator dashboard, a clearinghouse of instructional resources, and item writing and scoring modules.
2. A Computer Adaptive Testing (CAT) engine will be used to deliver summative and interim assessments and to score (and/or distribute for scoring) student responses. The CAT engine will be fully integrated with the CONSORTIUM item bank to ensure that CAT forms meet content and other psychometric constraints.
3. The assessment platform will support the online delivery of a variety of item types, including traditional selected-response items, constructed-response items, curriculum-embedded performance events with tracking, and technology-enhanced items. The use of technology-enhanced item types will target content standards that, in the past, have been difficult to measure, such as deep knowledge and/or application of knowledge and skills.
4. The technical architecture should use standard security protocols with state-of-the-art security methods for encryption of test and personal data. The strict security protocols of encrypted databases will protect the security and confidentiality of student information in adherence to current Family Educational Rights and Privacy Act (FERPA) regulations.
5. The vision is that the CONSORTIUM Assessment System will be composed of shared interoperable, open-licensing, and open-source software platforms that are not the exclusive property of vendors. Yet the CONSORTIUM recognizes the potential for current limitations in available open-licensing software, and in certain situations may accept the use of proprietary components as long as there is a future roadmap towards open-licensing technology
6. A student user interface will provide a menu of integrated accessibility tools (e.g., read aloud, magnification, response masking,) available for English learners and students with special assessment needs.

1.3. STATE'S ROLE

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

1.4. CONTRACTOR QUALIFICATIONS

Minimum qualifications include the following:

- Must be licensed to do business in the United States of America
- Ability to respond to customer needs in a fast-paced environment with multiple deadlines
- Minimum of 5 years of demonstrated knowledge and experience with public-sector clients
- Ability to work with education agency staff across 30+ states
- Possession of a team of technology-skilled resources in all areas of IT architecture and application development (Must be able to bring the necessary skilled resources to the effort as dictated by phase and scope of work being performed. The skills required include senior systems architects, application developers, database engineers, network security analysts, and technical infrastructure experts.)
- Minimum of 5 years of software engineering experience capturing and specifying software requirements and business processes
- Demonstrated experience in
 - developing systems architecture,
 - implementing open-source systems on a large scale, and
 - managing a technology architecture using a mature governance process.

Preference will be afforded to vendors who meet the following criteria:

- PROPOSERS working in partnership with technology leaders and with firms with well-established credentials in K–12 educational industry
- PROPOSERS possessing certification with enterprise architecture frameworks such as the Department of Defense Architecture Framework (DoDAF), The Open Group Architecture Framework (TOGAF), Zachman, or FEAF framework models.

1.5. 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.

The PROPOSER shall provide their most favorable and competitive cost estimate to perform the work.

1.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled as follows:

- A. IT Systems Architecture: beginning no sooner than September 8, 2011, and ending on or about December 9, 2011.
- B. IT Systems Integration Architecture Services: beginning upon successful completion of the IT Systems Architecture and ending on or about September, 2014.

Any contract awarded from this solicitation will be subject to periodic evaluations based on sustained, satisfactory performance as decided by the CONSORTIUM's Executive Committee, the failure of which could be cause for OSPI to terminate the contract. Annual continuance of the contract, if any, shall be at the sole discretion of the CONSORTIUM. Contract extension beyond the original project period is possible but will not be spelled out in the awarded contract.

1.7. DEFINITIONS

Definitions for the purposes of this RFP include:

Accessible Portable Item Profile (APIP) Standard: The APIP Standard provides assessment programs and question item developers a data model for standardizing the interchange file format for digital test items. The standard builds on the IMS GLC Question and Test Interoperability (QTI) v2.1 specification.

API: Application Programming Interface (API) is a particular set of rules and specifications that allow software programs to communicate with each other.

Apparent Successful Contractor: The PROPOSER who is selected through the evaluation process as being the entity with which OSPI enters into a contract for services.

Assessment System: The tightly integrated suite of software applications and programs that will be used by member states to administer the system as described in the CONSORTIUM's proposal to the USED (available at <http://www.k12.wa.us/SMARTER/RTTTApplication.aspx>).

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).

CONTRACTOR: The entity whose proposal has been accepted by OSPI and has been awarded a fully executed, written contract with the State of Washington.

DIGITAL LIBRARY: The public website and a private space with dashboards for educators, students, parents, and others to access teacher generated exemplars and models with evaluation components (e.g., video, online tools, self guides and tests, interactive experiences, etc.) for professional development, as well as a menu of credible,

accurate, research/evidence-based instructional resources including formative tools, processes, and practices.

LEA: A Local Educational Agency (LEA) is a school district that operates local elementary, middle, and/or high schools for members of a community.

Open License: A free copyright license for computer software that makes a specific set of source code available for anyone to use. Depending on the Open License variant, there may be restrictions on redistribution and software modifications may be made available for a reasonable fee.

Open Source Technology: Computer software that has been made available for free redistribution along with the inclusion of source code. Open Source software is often developed in a public collaborative manner with modifications submitted back to an Open Source community that integrates these changes into subsequent versions.

OSPI: The Office of Superintendent of Public Instruction (OSPI) is the agency of the State of Washington that is issuing this RFP.

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

PROPOSER: The entity submitting a proposal in order to obtain a contract with OSPI.

Readiness Tool: Online dynamic and interactive technology readiness tool to support technology transitions and implementation that is jointly being developed for SMARTER Balanced Assessment Consortium and Partnership for the Assessment of Readiness for College and Careers.

Request for Proposals (RFP): A 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.

RFP Coordinator: The individual designated as the sole point of contact in OSPI for this procurement, identified in Section 5.1.

Schools Interoperability Framework (SIF): A technical blueprint for enabling diverse applications to interact and share data related to entities in the pK–12 instructional and administrative environment. The SIF Implementation Specification defines architecture requirements and communication protocols for software components and the interfaces between them that enable diverse applications to interact and share data efficiently, reliably, and securely, regardless of the platform hosting those applications.

SEA: A State Educational Agency (SEA) is a state department of education that is responsible for providing information, resources, and technical assistance on educational matters to schools and residents.

Standards Based Systems: The CONSORTIUM has a preference for open-source technology but, recognizing limited availability of open-source solutions, will accept a

combination of open-source and proprietary systems in the initial implementation.

Systems Architecture: Simplifies the process of systems design by providing a conceptual framework which defines the functional components, the inter-relationship between the components, the constraints on the components, and a rationale for choosing those components. The Systems Architecture provides the mapped definition of the component relationships formed by the related functions, application structure, and architecture inclusive of information architecture and its supporting technology infrastructure: standards, principles, best practices, and processes.

Technology-Enhanced Items: Assessment testing items that have been specifically developed utilizing innovative technology to improve student assessment. Technology-enhanced item types will target content standards that, in the past have been difficult to measure such as deep knowledge and/or application of knowledge and skills

Universal Design Principles: Concept of designing all environments, products, and communications in a way that is inherently accessible to both people without disability and people with disabilities.

1.8. ADA

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

2. TECHNICAL REQUIREMENTS

The PROPOSER is expected to provide an explanation of the following for those RFP components that they choose to respond to with a bid:

- how the Technical Requirements listed in sections 2.1. IT Systems Architecture and/or 2.2. Ongoing IT Systems Integration Architecture Services below will be met,
- the deliverables that will be created,
- the timeline for completing the work,
- the methodologies and best practices that will be employed, and
- five–ten pages on how the key priorities listed below would be incorporated into the approach and deliverables (PROPOSERS responding to both components will need to address the key priorities only once).

The numbering and labeling used in the PROPOSER's response should comply with the numbering in this section. Refer to Section 6.0 Proposal Contents and Section 7.0 Evaluation and Contract Award for additional details regarding the structure and content required in the PROPOSER's response.

OVERVIEW

The CONTRACTOR will work with the CONSORTIUM to establish the systems strategy and architecture that will act as the basis on which the system development activities will be performed. Therefore, the PROPOSER must demonstrate a strong understanding of

assessment system functions; state, district, and local schools' technology environments; and open-license and open-source technologies.

Given the complex challenges, the CONSORTIUM is seeking a CONTRACTOR that will provide innovative thinking to address the following key priorities.

- a. Open-Licensing. The CONSORTIUM is committed to open-licensing and open-source technology standards and applications that support interoperability, innovation, and a lower cost of ownership. Yet it recognizes the current limitations in available open-licensing software and in certain situations may accept the use of proprietary components as long as there is a future roadmap towards open-licensing technology.
- b. Leading-Edge Technologies. In some instances, the Assessment System will utilize new, advanced technologies that have not been widely used, such as Artificial Intelligence Scoring.
- c. Highly Available and Scalable System. The Assessment System must support high availability and scalability and perform under periods of high usage and high processing loads. Although most schools have testing periods from September through June, some states have schools that are open year-round and may require longer testing periods beyond a traditional school year.
- d. System and Data Recoverability. The Assessment System will need the ability to recover from a hardware or application failure. It must have built-in redundancy and fail-over architecture to ensure seamless system recovery. Student progress should be stored in real time so that, if failure occurs during the testing process, it can be restored so that the student can resume from the same testing point of an assessment session once the systems are back online.
- e. Data Integrity. The Assessment System will provide end-to-end data protections to ensure no data is lost or corrupted during processing, storage, and transportation between applications and interfaces.
- f. Security. The Assessment System will need to maintain the highest level of security in order to safeguard the confidentiality of the items, the student information, and the assessment results. The required security level is comparable to that required by financial institutions to prevent security breaches.
- g. Minimal Impact on State and Local Systems. The CONSORTIUM's vision is to minimize the impact on and required updates to state, district, and local school specific systems (e.g., networks, servers, and testing PCs). This includes efforts to minimize the technical footprint required of desktop PCs used for student testing, downloading of new software and add-ons to servers and PCs, and additional data storage requirements.
- h. Member State Cost of Ownership. The CONSORTIUM is committed to building an Assessment System with a low cost-of-ownership model for the member states. To

this end, the CONSORTIUM is planning to spend a large amount of funding for the initial technology build-out, which should translate into a low amount of funding for maintenance and enhancements.

- i. Varying Levels of State and Local Technology Capability. Within the CONSORTIUM, there is considerable variance of in technology capability, from low to high levels of capability. Some states and their associated districts and local schools may not have the ideal processing power of modern PCs/devices, and LAN and network bandwidth may be limited. A technology approach must be developed to be able to maximize capabilities for states with high levels of technology capability as well as states with the lowest level of technological capability.

With the planned rich content included in the testing items, the Assessment System needs to be constructed so that the processing through the network and testing delivery system is efficient and optimized for high-capability states but does not cause testing disruptions in low-capability states.

- j. Diversity of Hosting Options. Some states in the CONSORTIUM will want an external provider to host their full assessment system, while others may plan to integrate the system into their own infrastructure. The architectural considerations for supporting a variety of implementation options must be accommodated.
- k. System Flexibility. The Assessment System will be composed of a tightly integrated suite of applications and programs. It must be built with enough flexibility that states can either use the entire system or be able to integrate and/or replace components with state-specific applications. This effective use of standards, business rules, security protocols, and integration architectures will be critical to enabling this level of interoperability. The systems portal is an example of a potential state-specific component that could be customized.
- l. Data Management—Item Bank. The method to create and manage item bank content and its final distribution to state-specific production environments will be complex... Attend to states with differing needs and the variability of state technology implementations anticipated with contrasting hosting options and disparate levels of technology capability by developing solutions to ensure data quality.
- m. Data Management—Student Data. The Assessment System must support the seamless and secure sharing of student information with the respective state-specific student information management systems. This includes both the receipt of student data from the state systems and the export of student results back to the state systems. An automated data integration architecture must identify how standard APIs, business rules, and security protocols will be used.
- n. Item Interoperability. All assessment items will be developed to an industry-recognized, open-licensed interoperability standard (e.g., APIP, SIF, etc.) approved by USED during the grant period, without non-standard extensions or additions. The interoperability design will support a consistent system of assessment delivery

across CONSORTIUM states, provide item portability as needed, and ensure continuity of universal item design features across multiple platforms and uses.

- o. Accessibility. The Assessment System must be based on universal design principles and other research-based principles such that all applications will support access for all students and staff. The substantive content (e.g., items) must be associated with meta-data that describes any changes that will be made to the content, display, or input method necessary to provide appropriate accommodations support to the student. In addition, the overall approach must leverage the use of computer-based accessibility tools, driven by an item tagging system that will control and ensure appropriate application of those tools.
- p. Robust Governance Model. A comprehensive, well-structured technology governance model must be implemented to support both initial development efforts and long-term operations. This governance model must reflect the CONSORTIUM's state-led model and support an effective change management process and mechanisms to balance competing priorities. The overarching goal is to maintain and support a high-quality, scalable Assessment System for all member states.

2.1. IT SYSTEMS ARCHITECTURE

2.1.1. COMPREHENSIVE TECHNOLOGY STRATEGY

The CONSORTIUM has committed to the development of a standards-based, open-source Assessment System that will be used by all member states. The system must address the priorities listed above, be delivered in a flexible yet secure manner, and allow for simplified, long-term management.

Therefore, a Comprehensive Technology Strategy must be developed and should include the following activities and deliverables:

- a. The selection of technology standards and protocols that will be used in the development of the Assessment System applications and technology infrastructure. The assessment system must consider popular industry standards may include but not limited to IMS and SCORM for content interoperability; JSR 286 and WSRP for portal interoperability; LDAP, SAML, AD, and eDirectory for identity management; JSON for data interchange and SIF, ESB, and XML for systems integration. It is important to classify each standard as either mandatory/inflexible or flexible/tailorable at the state level. The standards should address the following areas:
 - o user interface and system navigation,
 - o portals,
 - o device and browser compatibility,
 - o item portability,
 - o supported technology platforms,
 - o application development frameworks,
 - o information security,

- application security,
- interoperability protocols and interfaces ,
- network/connectivity infrastructure, and
- technology infrastructure.

Note: The U.S. Department of Education issued an RFI on the subject of technology standards and interoperability for assessment. The summary report and individual responses can be referenced at <http://www.ed.gov/oii-news/summary-interoperable-assessment-technology-standards-public-responses>.

- b. The development of Service Level Management Standards to address the following:
 - system performance;
 - acceptable response time;
 - availability, scalability, redundancy and recovery; and
 - systems monitoring and administration.
- c. The definition of open-source development options and a recommendation and high-level design of the model that will best meet the needs of the CONSORTIUM. The recommendation and high-level design should include the governance structure, management processes, organizational model, and roles and responsibilities necessary to support open-source application development and long-term management.
- d. Recommendations, approaches, and considerations for handling the CONSORTIUM's key technology priorities listed in the Overview section above.
- e. High-level project portfolio schedule depicting the logical order of implementing the components of the Assessment System and the supporting technology infrastructure.
- f. Technology Selection Process that outlines the way technology products are identified, selected, and used within the architecture and should address the following:
 - best practices regarding intellectual property management of the technology products and applications and
 - factors to consider when comparing open-source software versus other technologies that might offer increased purchasing power of the CONSORTIUM.

2.1.2. HIGH-LEVEL APPLICATION ARCHITECTURE

In order to understand the technology and architectural needs of the Assessment System, there must be a clear understanding and agreement on the functions and data to be supported. Therefore, a High-Level Application Architecture must be developed to clearly articulate the suite of applications that will comprise the CONSORTIUM's Assessment System.

The key Assessment System functions are identified below. Additional functional and data requirements are included in the CONSORTIUM's Race to the Top Assessment Program Application, submitted to the U.S. Department of Education and available at <http://www.k12.wa.us/SMARTER/RTTTApplication.aspx>.

1. Test Delivery Platform to support summative and interim assessments
2. Computer Adaptive Testing
3. Educator/Administrator/Parent Portal and Dashboards
4. Digital Library—to support formative processes and educator-focused tools and materials
5. Scoring Engines—supporting both standard and artificial intelligence capabilities
6. Reporting
7. Item Bank Authoring and Repository
8. Optional Distributed Human Scoring of student responses

The High-Level Application Architecture should include the following activities and deliverables:

- a. Conceptual functional and data process flow diagram depicting how the Assessment System functions and data will be structured. Process flows should be depicted visually using swim lane flowchart diagrams to ensure clarity on process responsibility, inputs, and outputs.
- b. Listing and description of the required applications and programs necessary to support the functional requirements. The descriptions should include the high-level capabilities and data to be supported within each application or program, along with its requirements for performance, availability, and security. Additionally, each description of an application or program should state whether it is a required component across all states or whether states are allowed to use their own application.
- c. Application distribution model identifying how application instances should be distributed across all levels: CONSORTIUM, region, state, district, and local school. The intent is to design an architecture that enables performance while addressing local network constraints that may exist.
- d. Buy vs. build recommendations for each individual application and considerations for how multiple applications could be supported with a single, off-the-shelf application. The recommendations should also consider balancing the benefits and tradeoffs of cost, project timeline, delivery confidence level, and performance.
- e. Glossary of standard terms used to describe the Assessment System components. Examples of terms include open-source, system portal, test application, interoperability, test delivery, etc.

2.1.3. INFORMATION ARCHITECTURE

Building on the Application Architecture, the Information Architecture will describe where data will reside, how it will be managed, the rules for managing master data, and how it

will be accessed for reporting. It is important to identify how state-specific data requirements will be incorporated. The Information Architecture should include the following activities and deliverables:

- a. Conceptual data model describing the high-level data structure. The following detailed information must be included:
 - o Conceptual Entity Relationship Diagram (ERD) of the major data components, such as student, teacher, item, state, test scores, etc.
- b. Logical data model describing the data structure, data attributes, and data relationships. The following detailed information must be included:
 - o listing of the high-level attributes of the major data components listed in the Logical ERD data schema;
 - o logical data storage and distribution model describing where data will be stored and how it will be accessed within the Assessment System and by the states;
 - o data extraction, load, and transform model for data integration;
 - o list of recommended tools that could be used for managing master data and supporting ad hoc analytical reporting; and
 - o plan for managing access, archiving, retention, and recovery of system data.

2.1.4. TECHNICAL SYSTEMS ARCHITECTURE

The Technical Systems Architecture should include the following activities and deliverables:

- a. Technology Infrastructure Architecture describing the hardware and software systems necessary to support the Assessment System development, testing, maintenance, and execution environments. The following detailed information must be included:
 - o server hardware and software requirements;
 - o networking requirements and diagrams;
 - o database, data storage and archiving requirements and approach;
 - o systems management and monitoring requirements and possible vendors;
 - o middleware and integration software requirements and possible vendors;
 - o security requirements and approach for applications, data, and end-user access;
 - o state-specific hardware and software requirements and technical diagrams describing how the Assessment System will integrate into states', districts', and local schools' existing technical environments; and
 - o overall technical diagrams for each environment, depicting the hardware, software, data storage, and networking requirements.
- b. An Integration Architecture describing how data and applications will be integrated to create the Assessment System. The following detailed information must be included:
 - o high-level designs for how Assessment System data (e.g., student

characteristics, item content, item characteristics, student responses to items, and student accommodations) will be integrated within and across the suite of Assessment System applications as well as shared with member state systems;

- integration layer diagrams depicting the types of middleware, APIs, and technical standards that will be used to manage the movement and security of the data; and
 - standard template to be used by vendors when designing application interfaces to ensure that all interfaces are developed with consistency and adhere to the IT Systems Architecture.
- c. Architectural principles and constraints to guide the design and development activities of the Assessment System—for example, how much technical diversity will be allowed and how new technology can be inserted into the Assessment System.

2.2. ONGOING IT SYSTEMS INTEGRATION ARCHITECTURE SERVICES

To ensure the fidelity of the CONSORTIUM's Assessment System, and to confirm that it is built in accordance with the requirements and standards set forth in the IT Systems Architecture, the CONSORTIUM will obtain the services of a recognized technology integration expert to act as the IT Systems Integration Architect. This role will report to the Technology Approach Work Group and be responsible for the following areas.

2.2.1. SOLUTION AND SYSTEMS ARCHITECTURE

- a. Work with the CONSORTIUM's work groups to develop a consolidated set of technical requirements that represents the entire scope of the Assessment System.
- b. Work with the vendors selected for each application to ensure that they understand the associated requirements, integration points with other applications, the systems development process, and the IT Systems Architecture.
- c. Identify potential design issues and conflicts that arise during the systems development life cycle and support discussions between vendors and work groups to identify and implement necessary changes to existing designs and programs.
- d. Identify and assess architecture changes based upon ongoing requirement definition and changes. Architecture changes will also need to consider systems infrastructure data such as the Gap Analysis Reports from the Readiness Tool.
- e. Work with the Technology Approach Work Group to leverage the expertise of the CONSORTIUM's Technology Advisory Group by identifying critical topics for consideration and participating in discussion forums between the CONSORTIUM and the Technology Advisory Group members.

2.2.2. OPEN-SOURCE DEVELOPMENT ACTIVITIES

- a. Implement the processes to manage the open-source development efforts as defined in the Comprehensive Technology Strategy described in Section 2.1.
- b. Work with the selected vendors to ensure that they understand and adhere to the processes and structures.

2.2.3. TECHNOLOGY GOVERNANCE

- a. Develop a governance structure to monitor and oversee the initial development and long-term maintenance of the integrated technology solutions that comprise the Assessment System.
- b. Define the governance structure and processes to manage the open-source development activities.
- c. Ensure that the system designs and/or application designs consistently adhere to the system architecture priorities.
- d. Establish processes to regularly review and update the IT Systems Architecture.

2.2.4. QUALITY ASSURANCE TESTING

- a. Provide support and expertise in developing the overall testing strategy for the Assessment System.
- b. Review and provide feedback on Quality Assurance testing activities and support the efforts to determine whether the testing efforts have been successful.

3. MANAGEMENT PROPOSAL

The PROPOSER is expected to provide a separate Management Proposal response for the A. IT Systems Architecture and B. Ongoing IT Systems Integration Architecture Services portion of the Proposal.

OVERVIEW

The CONSORTIUM seeks an experienced Architecture Resource capable of providing the technical architectural needs of the CONSORTIUM, its state members, and its various stakeholders.

To meet this need, the CONSORTIUM will be giving strong consideration to entities with demonstrated experience in developing and implementing system architecture in the public sector on a large scale, system strategy in the public-sector sphere, and providing open

system standards leadership in the industry.

The PROPOSER must specify the person (or persons) who will be the Program Manager/Project Director and contact for both project portions of the Proposal. The CONSORTIUM will have final approval of the Program Manager/Project Director. A Program Manager/Project Director shall have authority and responsibility for overall quality control of the PROPOSER's project including follow-through on all tasks, whether assigned to other managers, sub-contractors, and consultants. A Program Manager/Project Director will assume responsibilities for all oral or written correspondence to task managers, sub-contractors, and consultants as well as timely completion of all activities for which the CONTRACTOR is responsible. The Program Manager/Project Director must be readily available to respond to questions or issues as they arise, whether by phone, text messaging, or email.

The proposed Program Manager/Project Director must have the authority necessary to coordinate and establish work priorities, on behalf of the CONTRACTOR, for all assigned personnel, including those of any sub-contractors, associated with project tasks. Stability in the Program Manager/Project Director's role is essential, but OSPI reserves the right to request a change in Program Manager/Project Director in the event of substantial unsatisfactory performance. Any subsequent changes in Program Manager/Project Director contemplated by the CONTRACTOR must be reviewed and approved in consultation with OSPI's representative to the CONSORTIUM.

The PROPOSER will also be required to provide statistical information detailing elements of the organization's history of staff turnover, average employee tenure, average project tenure, and average number of years of experience employees have in the education field.

To assure unambiguous support to the CONSORTIUM, the PROPOSER is required to list any potential conflict of interest it may have in conducting this work, including, but not limited to, existing contracts and possible bids it may submit for work with other consortia, government agencies, or other organizations.

PROJECT MANAGEMENT & STAFFING

The PROPOSER will provide detailed information on the following elements associated with managing each project:

- Management Design,
- Roles and Responsibilities, and
- Staff Assignment.

A. MANAGEMENT DESIGN

PROPOSER will detail the structure associated with executing and fulfilling projects, providing an organization chart (or charts) of the:

- reporting structure by role,
- reporting structure by task (which department takes direction from whom on the associated task), and
- reporting and decision-making structure associated with problem resolution (who can speak for the CONTRACTOR in terms of resolving unforeseen issues)

or unanticipated tasks and budget/cost structuring).

The intent is to understand the day-to-day functionalities engaged in fulfilling the contract, not just company officers and mid-level managers.

B. ROLES AND RESPONSIBILITIES

The PROPOSER will detail the specific roles required to fulfill the project and the responsibilities associated with the various project tasks. Details will encompass not only direct work responsibilities but also the interfaces with other defined roles and parties in moving the project through a given task or from one task to the next. Additionally, client interfaces will be identified where the PROPOSER expects the CONSORTIUM or other parties to be involved or assume responsibility in a given task. The intent is to understand the “chain of custody” for a task and identify where connections are critical to ensure smooth transitions toward implementation of plans.

Additionally, the PROPOSER will provide a chart listing **time commitments by task and individual**, in terms of actual hours required and associated dates that delineate the project work. The intent is for the CONSORTIUM leadership and other project team members to understand the expectation of each individual’s time commitment to the project and the PROPOSER’s interpretation of the personnel resource commitment anticipated to support the scope of work for the project. Exhibit C is provided as the format for submission of this information.

C. STAFF ASSIGNMENT

The PROPOSER will identify the primary staff member to be assigned to each role and provide a resume relating both applicable skills and previous work experience on projects similar in nature to the work requested in this RFP. The PROPOSER should be prepared to offer alternative candidates for key positions for purposes of identifying potential back-up for primary staff and possible replacement should the CONSORTIUM or other project team members object to specific personnel participation. For any alternate proposed, a resume must also be provided. Resumes can either be embedded or attached as an appendix to the proposal.

Proposed staff members and alternates must have demonstrable skills and experience appropriate for the project, including, but not be limited to:

- qualifications for their specific role,
- an understanding of public-sector technology issues,
- skills in translating complex assessment terms and procedures into easy-to-understand language, and
- expertise in the use of various media relevant to the work area assigned.

Should a primary candidate not exist, the PROPOSER is expected to acknowledge the situation and provide a plan to meet the objectives of the project. The plan should detail both the criteria for recruitment of qualified candidates and requisite training needed to adequately meet the CONSORTIUM’s needs. The plan should be detailed in both the chart provided as Exhibit C and in the resume portion associated with this section.

At the time of contracting, if the CONSORTIUM's Governing Committee is not satisfied with proposed personnel assignments of the PROPOSER, the CONSORTIUM, through OSPI as fiscal agent, will be allowed to retain the services of qualified service providers at the PROPOSER's expense. At any time during the contracted period, if it becomes necessary for the CONTRACTOR to add or replace professional staff, the CONSORTIUM will have the right to participate in the interview process, and the CONSORTIUM's Executive Committee shall have approval authority regarding the selection or appointment of a candidate for the vacancy. If the CONSORTIUM believes a staff member of the CONTRACTOR or one of its sub-contractors needs to be removed from the project, as fiscal agent, OSPI will provide 30-day written notice of the request to allow the CONTRACTOR the opportunity to propose a suitable alternative; corrective action will be implemented within 30 days of agreement on a plan.

Additionally, the PROPOSER will make available all similar information of anticipated sub-contractors intended to participate in the project efforts.

4. COST PROPOSAL

In order to better compare proposals, we are requesting that budgets be presented according to the tables given in Exhibit D.

A detailed cost proposal allows OSPI to consider bids while deliberating four distinct circumstances.

- a. Evaluation of proposals and the award of any contract will be based upon the reasonableness of costs to be incurred and charged to OSPI.
- b. OSPI holds to the prerogative that any or all of the provisions of this RFP may be conducted solely by OSPI or other contractors known to OSPI.
- c. OSPI will only make payments on a reimbursement basis upon satisfactory performance and/or provided deliverables.
- d. In the event of termination of any contract, the amount due and payable to the CONTRACTOR for any partial performance must be ascertainable.

Payment to the CONTRACTOR will be based on value of performance as indicated by CONTRACTOR's certification of costs incurred.

Anticipated funding for any contract awarded pursuant to this RFP shall be provided for fiscal years 2011 through 2014 subject to legislative expenditure authority. Continued support consistent with contracted duties is expected for the duration of the contract. It is anticipated that a contract awarded through this RFP will be based on time and materials subject to adequate legislative appropriation.

OSPI is particularly interested in proposals that, in responding to the specifications set forth in this RFP, make optimum use of available resources in a cost-effective manner. Although cost is a consideration, OSPI is not bound to select a CONTRACTOR solely on

the basis of low bid. To assist OSPI in selecting the proposal that will best accomplish the objectives of the program within the resources available, the PROPOSER shall identify and estimate all costs for performing the tasks necessary to accomplish the deliverables of the RFP and subsequent contract. The costs associated with each major component or significant work product must be clearly and separately identified. The cost proposal must detail all expenses that will be billed to OSPI in the event of a contract award. The PROPOSER should include a suggested payment schedule based on monthly invoicing. **The CONTRACTOR shall be responsible for payment of all applicable taxes due for services rendered under any contract resulting from this RFP and this should be accounted for in the cost proposal.**

The PROPOSER shall provide the budget in electronic format, specifically an Excel spreadsheet.

5. GENERAL INFORMATION FOR PROPOSERS

5.1. RFP COORDINATOR

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

Name	Michael Middleton
Street Address	600 Washington Street SE
City, State, Zip Code	Olympia WA 98501-1359
Mailing Address	PO Box 47200
City, State, Zip Code	Olympia WA 98504-7200
Phone Number	360.725.6434
Fax Number	360.725.0424
E-Mail Address	michael.middleton@k12.wa.us

Any other communication will be considered unofficial and non-binding on OSPI. PROPOSERS and potential PROPOSERS 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 PROPOSER.

5.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposal	May 27, 2011
Letter of Intent to Propose	June 13, 2011
Last Date for Questions Regarding RFP	June 13, 2011
Release Q&A plus RFP Addendum (as needed)	June 20, 2011
Proposals Due	July 1, 2011
Evaluate written proposals	July 5–18, 2011
Announce Finalist Proposer(s)	July 19, 2011
Oral Presentations by Finalists	July 26, 2011
Announce “Apparent Successful Contractor” (send fax/email notification to	August 1, 2011

unsuccessful proposers)	
Hold Debriefings (if requested)	August 15–16, 2011
Negotiate Contract	August 20–24, 2011
File Contract with OFM	August 24, 2011
Begin Contract Work	September 8, 2011

OSPI reserves the right to revise the above schedule.

5.3. LETTER OF INTENT TO BID

A Letter of Intent to Bid in response to this RFP must be received by OSPI (RFP Coordinator identified above) by **4:30 p.m. (Pacific Daylight Savings Time) June 13, 2011**. This letter may be sent via fax, email attachment, or postal or express courier service. All prospective PROPOSERS should submit a Letter of Intent to Bid; however, it is not mandatory.

5.4. PRE-PROPOSAL QUESTIONS

Written questions regarding this procurement may be submitted in advance to the RFP Coordinator. As indicated above, OSPI shall be bound only to written answers to questions. OSPI will receive questions up to **4:30 p.m. (Pacific Daylight Savings Time) June 13, 2011**. Responses will be distributed by **4:30 p.m. (Pacific Daylight Savings Time) June 20, 2011** to all PROPOSERS that have submitted Letters of Intent to Bid. In addition, on or before **June 23, 2011**, a copy of the questions and answers will be posted as addenda to the OSPI website as well as released via WEBS to those registered entities.

5.5. SUBMISSION OF PROPOSALS

PROPOSERS are required to submit fifteen (15) copies of their proposal. One (1) copy must be hardcopy with original signatures while the remaining fourteen (14) copies are to be provided electronically on a compact disc (CD).

Whether mailed or hand delivered, proposals must be received by OSPI no later than **4:30 p.m. (Pacific Daylight Savings Time)** in Olympia, Washington, on **July 1, 2011**. The proposal is to be sent to the RFP Coordinator at the address noted in Section 5.1. The envelope should be clearly marked to the attention of the RFP Coordinator, who is OSPI's sole point of contact for this procurement.

PROPOSERS mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. PROPOSERS who hand deliver proposals should allow time for traffic congestion. PROPOSERS 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.

OSPI will announce to one or more Finalists on or about **July 19, 2011** that they will be required to provide an in-person presentation on **July 25 or July 26, 2011**. It is the intent of OSPI to select the Apparent Successful Contractor from the Finalists; however, OSPI reserves the right to select the Apparent Successful Contractor from among the entire pool of PROPOSERS.

5.6. 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 Contracts Administrator of OSPI and the Apparent Successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.

Any information in the proposal that the PROPOSER desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the PROPOSER is making the claim. 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 PROPOSER'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 PROPOSER 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.

5.7. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, notification of RFP addenda will be provided via e-mail to all who submitted a Letter of Intent to Bid.

RFP addenda will be published on the OSPI web site, at <http://www.k12.wa.us/RFP/>. For this purpose, the published questions and answers as described in Section 5.4 and any other pertinent information shall be considered an addendum to the RFP and also placed on the Web site. Additionally, all addenda referred to above will be released on WEBS for all registered entities.

It will be the responsibility of interested PROPOSERS to check the website periodically for RFP addenda and updates. For this purpose, the published PROPOSER questions/agency answers and any other pertinent information shall be considered an addendum to the RFP

and also placed on the website.

OSPI also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

5.8. 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 sub-contractor 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.

5.9. ACCEPTANCE PERIOD

The associated terms submitted with the proposal must provide 90 days for acceptance by OSPI from the due date for receipt of the proposals.

5.10. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The PROPOSER 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.

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

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

5.12. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Contractor 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 E. In no event is a PROPOSER to submit its own standard contract terms and conditions in response to this solicitation. The PROPOSER may submit exceptions as allowed in the Certifications and Assurances section, Exhibit F to this solicitation. OSPI will review requested exceptions and accept or reject the same at its sole discretion.

Additionally, the budget, scope of work and/or timeline may need to be reviewed and approved by the U.S. Department of Education upon finalization of the grant award. That being the case, the CONSORTIUM cannot anticipate such amended elements impacting the scope of work delineated by this RFP, thus with submission of bid, PROPOSER is committing to complete the scope of work as detailed. Any action on the part of PROPOSER to modify the scope of work and associated budget due to grant award amendment will be construed as a breach of contract.

5.13. COSTS TO PROPOSE

OSPI will not be liable for any costs incurred by the PROPOSER 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.

5.14. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or OSPI, acting on behalf of the CONSORTIUM, to contract for services specified herein. Additionally, although any contract would be held by the State of Washington (OSPI), when appropriate the CONSORTIUM anticipates transferring fiscal authority to a new independent non-profit organization to be created as a product of the grant.

5.15. 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.

5.16. COMMITMENT OF FUNDS

The OSPI Contracts Administrator (or her delegate) is the only individual 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.

5.17. STATEWIDE CONTRACTOR PAYMENT REGISTRATION

PROPOSERS 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. While registration in the SWV is mandatory, the vendor is NOT required to participate in the direct deposit program and therefore is not required to submit banking information. Please go to

<http://www.ofm.wa.gov/accounting/vendors.asp> for online registration.

5.18. INSURANCE COVERAGE

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

The CONTRACTOR 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 CONTRACTOR 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.

5.19. PAYMENT CONDITIONS

Between 10-20% of payment for each deliverable may be held back for a period to be determined until such time as the deliverable is validated by one of three methods: (1) third party validation, (2) independent validation, (3) successful initiation of work utilizing architectural deliverable. The application of methods will be negotiated as part of final contract

6. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. 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 F to this RFP),
2. Technical Requirements (refer to Section 2 of this RFP),
3. Management Proposal (refer to Section 3 of this RFP), and
4. Cost Proposal (refer to Section 4 of this RFP).

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 PROPOSER 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.

In order to help vetted PROPOSERS, we are asking for representative examples of work products that match our needs (multi-partner, large scale, educational, and completed in a timely manner).

6.1. LETTTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit F to this RFP) must be signed and dated by a person authorized to legally bind the PROPOSER 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 PROPOSER and any proposed sub-contractors:

1. Name, address, principal place of business, telephone number, fax number and e-mail address of legal entity or individual with whom contract would be written;
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.);
3. Legal status of the PROPOSER (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists;
4. Federal Employer Tax Identification number or Social Security Number and the Washington Uniform Business Identification (UBI) number issued by Washington State Department of Revenue;
5. Location of the facility from which the PROPOSER would operate and
6. Identity of any State employees or former State employees employed or on the firm's governing board as of the date of the proposal, including their positions and responsibilities within the PROPOSER's organization. If following a review of this information, it is determined by OSPI that a conflict of interest exists, the PROPOSER may be disqualified from further consideration for the award of a contract.

6.2. TECHNICAL REQUIREMENTS (SCORED)

To meet the Technical Requirements, the Proposal must contain a comprehensive description of services **for each of the four requirements** described in Section 2. The selection committee will review all RFP submittals in accordance with the following criteria:

1. technical competence and qualifications of the assigned personnel:
 - a. Qualification of personnel will be measured by the technical experience and education of the key team members to provide the services being proposed. Specific experience in delivering the required services shall be critical.
2. technical competence and qualifications of the PROPOSER(s) to provide IT Systems Architect services as evidenced by:
 - a. The professional experience and qualifications of the PROPOSER in the satisfactory performance of IT System Architect services for projects of comparable size and complexity. Availability of sample deliverables to be evaluated will be necessary.
3. the quality of references from past or current clients, preferably comparable in size and nature to the projects described herein, and
4. willingness of the PROPOSER(s) to accept the terms and conditions of the Contract.

A. Project Approach/Methodology – Include a complete description of the PROPOSER's approach and methodology for the requirement. This element should convey PROPOSER's understanding of the requirement, a description of how the project's needs will be met (samples of work added as appendices are appropriate), and a detailed narrative regarding how the PROPOSER would incorporate the expectations into completion of each of the required deliverables.

B. Work Plan – Include all necessary tasks, services, activities, etc. necessary to accomplish the scope of the requirement defined in Section 2. This element of the

technical requirements must contain sufficient detail to convey to members of the evaluation team the PROPOSER's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of CONSORTIUM staff. The PROPOSER may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

- C. Project Schedule** – Include a schedule of activities with key milestone dates, indicating when the components of the work will be completed and when deliverables, if any, 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 PROPOSER intends for the CONSORTIUM to realize as a result of the delivery of these services, including how these outcomes would be monitored, measured, and reported to the CONSORTIUM leadership.
Note: Mere repetition of the work statements from Parts A–D will not be considered responsive.
- F. Risks** – Define risks the PROPOSER identifies as being significant to the success of the project, including particular challenges the PROPOSER may face addressing the technical requirement. Include how each risk/challenge would effectively be monitored and managed, including reporting of risks to the CONSORTIUM leadership.

6.3. MANAGEMENT PROPOSAL

A. Experience/Qualifications of the Project Management (SCORED)

1. Indicate through relevant experience the quality, qualifications, and role of the PROPOSER (and any of its intended sub-contractors) evidence of its ability to fulfill the objectives of the project. Evidence would include, but not be limited to, PROPOSER's mission, date of founding, size, experience (including past success in implementing similar projects), and key personnel assigned to this project (including their names, roles, percent of time dedicated to this project, and experience in managing similar projects).
2. Provide a list of contracts the PROPOSER has had during the last five years that relate to the PROPOSER's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, email addresses, and fax numbers.
3. Identify the person or persons who will provide project management and direction for the entire project, including a description of that person's (persons') role in the project, direct reports within the PROPOSER organization, and level of authority for overall quality control of the PROPOSER's project including follow-through on all tasks, whether assigned to other managers, sub-contractors, or consultants. Include the resume(s) for this person(s).
4. Provide a description of the proposed management structure and internal controls

to be used during the course of the project, including any sub-contractors. Provide an organizational chart of your firm showing lines of authority for personnel involved in performance of the contract and relationships of this staff to other programs or functions of the firm. 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.

5. Provide a detailed description of the process and procedures you propose to use should the CONSORTIUM or OSPI feel that an issue or concern needs to be escalated within your organization.

B. Structure/Internal Controls for Project Teams (SCORED)

For each Technical Requirement described in Section 2 of this RFP, provide a description of the proposed project team and the management structures in place that provide assurance that tasks will be properly initiated and completed on time.

Identify the staff, including sub-contractors, who will be assigned to each Technical Requirement, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide a resume for each named staff, which includes information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The PROPOSER must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the CONSORTIUM.

Outline a process description to transition critical work, deliverables, and assessment systems information to ensure that the CONSORTIUM has all of the expected materials at the completion of the contract.

C. References (SCORED)

List names, addresses, telephone numbers, email addresses, and fax numbers of four business references for whom work of a similar nature has been accomplished and briefly describe the type of service provided. The PROPOSER must grant permission to OSPI to contact the references. Do not include current OSPI staff or CONSORTIUM states as references. References will be contacted for the top-scoring proposal(s) only.

D. Related Information (MANDATORY)

1. If the PROPOSER or any sub-contractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description, and/or other information available to identify the contract.
2. If a member of the PROPOSER's staff or sub-contractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

3. If the PROPOSER has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as: notice to stop performance due to a determination of non-performance or poor performance by an agency served by the PROPOSER, where the issue of performance was either (a) not litigated due to inaction on the part of the PROPOSER or (b) litigated and such litigation determined that the PROPOSER was in default.
 - Submit full details of the terms for default including the other party's name, address, and phone number. Present the PROPOSER's position on the matter. OSPI will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the PROPOSER in the past five years, so indicate.
4. PROPOSERS are to submit contact information and scope of work summary associated with contracts held over the last 10 years that relate to the field of education. If no contracts of this nature have been held, so indicate.

The PROPOSER will also be required to provide statistical information detailing elements of the organization's history of staff turnover, average employee tenure, average project tenure, and average number of years of experience employees have in the education field.

To assure unambiguous support to the CONSORTIUM, the PROPOSER is required to list any potential conflict of interest it may have in conducting this work including, but not limited to, existing contracts and possible bids it may submit for work with other consortia, government agencies, or other organizations.

6.4. COST PROPOSAL

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

A. Identification of Costs (SCORED)

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The PROPOSER 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. The CONTRACTOR will be required to collect and pay Washington State sales tax, as applicable.

Costs for sub-contractors are to be broken out separately. The PROPOSER shall note if any sub-contractors are certified by the Office of Minority and Women's Business Enterprises.

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the PROPOSER's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

7. EVALUATION AND CONTRACT AWARD

7.1. 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 firm(s) as finalist(s) for an oral presentation.

7.2. EVALUATION WEIGHTING AND SCORING

The following points will be assigned to the proposals for evaluation purposes (refer to Exhibit G for more details):

A. IT Systems Architecture		430 points
Technical Requirements ~		
Approximately 40%		
Coherence/Scope Across Requirements	90 points (max.)	
Comprehensive Technology Strategy	85 points (max.)	
High-Level Application Architecture	85 points (max.)	
Information Architecture	85 points (max.)	
Technical Systems Architecture	85 points (max.)	
Management Proposal ~ Approximately 25%		280 points
Project Team Structure / Internal Controls	100 points (max.)	
Staff Qualifications/Experience	120 points (max.)	
Experience of the PROPOSER	60 points (max.)	
Approach to address key priorities ~	110 points (max.)	110 points
Approximately 10%		
Cost Proposal ~ Approximately 25%	275 points (max.)	275 points
Total		1095 points
References (Finalist Proposals only)	100 points (max.)	100 points
GRAND TOTAL		1195 points

B. Ongoing IT Systems Integration Architecture Services		430 points
Technical Requirements ~		
Approximately 40%		

Coherence/Scope Across Requirements	90 points (max.)	
Solution and Systems Architecture	85 points (max.)	
Open-Source Development Activities	85 points (max.)	
Technology Governance	85 points (max.)	
Quality Assurance Testing	85 points (max.)	
Management Proposal ~ Approximately 25%		280 points
Project Team Structure / Internal Controls	100 points (max.)	
Staff Qualifications/Experience	120 points (max.)	
Experience of the PROPOSER	60 points (max.)	
Approach to address key priorities ~ Approximately 10%	110 points (max.)	110 points
Cost Proposal ~ Approximately 25%	275 points (max.)	275 points
Total		1095 points
References (Finalist Proposals only)	100 points (max.)	100 points
GRAND TOTAL		1195 points

7.3. NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further consideration, negotiation, or award will be notified via FAX or e-mail.

7.4. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, an individual debriefing conference will be scheduled with an unsuccessful PROPOSER. **August 16, 2011**, is the scheduled date for debriefing. PROPOSERS wishing to be debriefed must notify the RFP Coordinator via email to schedule a time. August 16 will be the only date available for debrief, unless a modification is made for the convenience of OSPI.

Discussion will be limited to a review of the requesting PROPOSER'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.

7.5. PROTEST PROCEDURE

This procedure is available to PROPOSERS who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the PROPOSER is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

PROPOSERS 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 a PROPOSER 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 with specific facts and complete statements of the action(s) being protested. 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,
- errors in computing the score, 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 the CONSORTIUM's needs or requirements.

Upon receipt of a protest, a protest review will be held by OSPI. The 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 PROPOSER that submitted a proposal, such PROPOSER 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;
- find only technical or harmless errors in OSPI's acquisition process, 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,
 - 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 Apparent Successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

8. SERVICE-LEVEL EXPECTATIONS AND REMEDIES

Timely fulfillment of services and deliverables is imperative and, therefore, the contract will include provisions for expectations and financial remedies to ensure the completion of tasks and processes deemed essential to the CONSORTIUM. CONTRACTOR's failure to complete essential tasks and processes both correctly and on time could result in substantial injury to the CONSORTIUM, either through incidental cost burdens from corrective actions or through jeopardizing the integrity of the CONSORTIUM through the release of inaccurate or misleading information.

The following list of expectations and the associated financial remedies dictate the terms regarding service performance expected of the CONTRACTOR while working with the CONSORTIUM. 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.

Service Expectation	Metric	Remedy
Project Management		
Requests from CONSORTIUM Member, Work Group, Project Management Partner, or Leadership are responded to in a timely manner.	Within one (1) business day CONTRACTOR neglects to send response to a request from CONSORTIUM Member, Work Group, Project Management Partner, or Leadership with description of process and anticipated timeline for resolution. Documentation will be in the form of emails with date/time stamps from requestor and CONTRACTOR. For paper-based requests, documentation will be based on date/time stamps of mail logs. If paper documents are not logged and there is no record of an email response from the CONTRACTOR, the assumption will be that the service level was not achieved.	\$10,000 per incident
Initial baseline project plan is presented within five (5) calendar days of contract execution date. Evaluation and revised plans are presented on a monthly basis.	CONTRACTOR neglects to provide plans to CONSORTIUM leadership per prescribed timelines. Documentation of plans delivery will be noted via the date/time stamp of email through which the plans are attached.	\$10,000 per incident
Meet the on-time delivery of milestones as specified in the proposal and	The CONSORTIUM's acceptance of milestone deliverables is past the due date.	\$10,000 per incident

tracked on the baseline project plan.		
Provide weekly status reports including status, escalated issues with action plans, identified high risks with mitigation plans, and key upcoming tasks.	CONTRACTOR neglects to provide status report to CONSORTIUM leadership.	\$5,000 per incident
Deliverables and Supporting Materials		
Draft work products and supporting materials from the CONTRACTOR do not contain substantial errors or omissions.	CONTRACTOR fails to conduct thorough quality-control review of materials submitted to the CONSORTIUM.	\$2,500 per incident
After revisions, all documents and materials are accurate and of a high quality.	CONTRACTOR neglects to conduct a thorough quality-control review on own work and requested edits made by the CONSORTIUM.	\$5,000 per incident
All work products posted or displayed as "Final" and available for use and consumption by others are without error.	CONTRACTOR neglects to conduct a thorough quality-control review and/or neglects to incorporate edits provided by the CONSORTIUM on postings and products for general use.	\$10,000 per incident
Unless otherwise authorized in advance, CONSORTIUM leadership is provided a minimum of three (3) complete business days of response time to review and edit draft work products.	Example: Deadlines for deliverables from the CONSORTIUM are 11:59 p.m. (Pacific). If a deadline for the CONSORTIUM to return edited materials is midnight Thursday, the draft materials must be delivered to the CONSORTIUM by 11:59 p.m. (Pacific) on the previous Monday.	\$5,000 per incident
Contract Administration		
Invoicing to the CONSORTIUM will occur on a monthly basis and will accurately reflect products and services delivered prior to invoicing.	CONTRACTOR falls more than 30 days behind in monthly invoices; -or- CONSORTIUM is invoiced for products or services not delivered; -or-	\$1,000 per incident

	CONSORTIUM is invoiced for products or services that have already been paid for.	
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(*) 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.

9. RFP EXHIBITS

- Exhibit A Race To The Top Notice Inviting Applications – Comprehensive Assessment Program
- Exhibit B Common Core Standards
- Exhibit C Staffing & Responsibilities Table
- Exhibit D Budget Submission Form
- Exhibit E Personal Service Contract Format including General Terms and Conditions (GT&Cs)
- Exhibit F Certifications and Assurances
- Exhibit G Evaluation Criteria
- Exhibit H Contractor Intake Form

EXHIBIT A

**Race to the Top Assessment Program
Comprehensive Assessment Systems**

Notice Inviting Applications

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

(Go to bullet for Comprehensive Assessment System grant and open the linked document)

EXHIBIT B

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

EXHIBIT E

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

NAME OF CONTRACTOR

(hereinafter referred to as Contractor)
Address of Contractor

Social Security # or Federal Identification #
and
Unified Business Identifier #

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:

(Enter a brief description of the agreed upon services here)

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, _____:

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

OR

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.

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 an hourly rate of \$> not to exceed a total of > dollars (\$>) OR > not to exceed a total of > dollars (\$>) as noted below in part B, Schedule of Payments OR > in an amount equal to Contractor's actual cost, plus overhead or indirect costs at a rate of > percent of actual costs not to exceed a total of > dollars (\$>) as per Attachment B, Budget.

>Funds for the payment of this contract are provided by federal program(s) _____, CFDA #(s) _____.

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.

>Between 10-20% of payment for each deliverable may be held back for a period to be determined until such time as the deliverable is validated by one of three methods: (1) third party validation, (2) independent validation, (3) successful initiation of work utilizing architectural deliverable. The application of methods will be negotiated as part of final contract.

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 > dollars (\$>). Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) shall be > and /or,

2. Expenses incurred for the following specified purposes not to exceed a total of > dollars (\$>). Contractor must submit receipts or other documentation.

IV. RENEWAL (OPTIONAL CLAUSE)

OSPI has the right to renew this contract in whole or in part for the year(s)_____ by giving notice on or before _____ to the Contractor. If OSPI 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. 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. _____
- Attachment C – Contractor’s Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VI. 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

Sheryl Turner, Contracts Administrator

Title

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

Non-profit organization? yes* no

Assistant Attorney General

*If yes, under what IRS section?

Date

Exhibit E

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 sub-contractors 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 sub-contractor 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.

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 there from. 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 sub-contractor 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 sub-contractor'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 sub-contractor 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 sub-contractor 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. *(Optional Provision)* **Automobile Insurance.** In the event that services delivered pursuant to this contract involve the use of vehicles, owned or operated by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- c. *(Optional Provision)* Business Automobile Insurance. In the event that services performed under this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Contractor’s employees’ vehicles are used, the Contractor must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- d. *(Optional Provision)* Public Liability Insurance. The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the Superintendent, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$50,000

- e. *(Optional Provision)* Additional Insured. The State of Washington and the Superintendent shall be specifically named as an additional insured on all policies, and all policies shall be primary to any other valid and collectible insurance. At its option, the Superintendent may waive this requirement where insurance carriers will not under any circumstances extend secondary insurance coverage for physicians’ professional liability, or Architects’ and Engineers’ insurance. The Superintendent may also waive this requirement where insurance carriers will not under any circumstances extend secondary fidelity bonding coverage for private non-profit organizations.
- f. 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.
- g. 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 sub-contractors as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each sub-contractor. Sub-contractor(s) must comply fully with all insurance requirements stated herein. Failure of sub-contractor(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 of 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 42.56 RCW, the Public Disclosure Act and that this contract shall be a public record as defined in RCW 42.56. 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 42.56 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. **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.
29. **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.
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 sub-contractors shall conform in all respects with physical, fire or other security policies or regulations.
33. **Subcontracting.** Neither the Contractor nor any sub-contractor 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:

1. Stop work under this contract on the date and to the extent specified, in the notice;
 2. Place no further orders or sub-contractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
 3. 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;
 4. 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;
 5. 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;
 6. Complete performance of such part of the work not terminated by the Superintendent; and
 7. 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 sub-contractors.

EXHIBIT F
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 G

RFP Evaluation Criteria and Rating System

Rate each of the following criteria as follows: **E** – demonstrates excellent evidence of criterion; **G** – demonstrates good evidence of criterion; **A** – demonstrates adequate evidence of criterion; **M** – demonstrates minimal evidence of criterion; **N** demonstrates no evidence of criterion; **NA** – not applicable. The number of points associated with each rating is given beside the criterion.

A. 2.1. IT Systems Architecture

Technical Requirements (430 Points)						
<i>Criteria</i>	E	G	A	M	N	NA
2.1.0 COHERENCE AND SCOPE ACROSS REQUIREMENTS (90 pts)						
Across all requirements, the proposal presents a coherent and comprehensive approach that integrates well across the four Technical Requirements	30	24	18	12	0	
Across all requirements, the proposal is reasonably scoped and has a high likelihood of success	30	24	18	12	0	
Across all requirements, the proposal addresses the needs of the Consortium’s multiple stakeholders	30	24	18	12	0	

<i>Criteria</i>	E	G	A	M	N	NA
2.1.1 Comprehensive Technology Strategy (85 pts)						
A. Project Approach/Methodology						
Proposal demonstrates clear understanding of the work necessary to implement this requirement	5	4	3	2	0	
The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished	5	4	3	2	0	
B. Work Plan						
The proposed work plan is complete and addresses the scope of the project	5	4	3	2	0	
Level of detail proposed in the project work plan is appropriate for the project needs	5	4	3	2	0	
The implementation of the plan is likely to succeed	5	4	3	2	0	
The proposal includes a creative approach that is reasonable and that is worthy of consideration	5	4	3	2	0	
C. Project Schedule						
The schedule includes activities of a reasonable scope and key milestone dates	5	4	3	2	0	
Deliverables are accurately identified and scheduled to be provided in time to meet <i>Consortium needs</i>	5	4	3	2	0	
Major dependencies within the schedule have been identified	5	4	3	2	0	
D. Deliverables						
Deliverables are identified and clearly described	5	4	3	2	0	
Deliverables will meet the Consortium’s needs	5	4	3	2	0	
Strategies for monitoring and measuring outcomes are spelled out and appropriate	5	4	3	2	0	

E. Outcomes and Performance Measurement						
Overall work plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Description to monitor/measure outcomes is thorough	5	4	3	2	0	
There is a clear description of how progress toward and delivery of outcomes will be provided to Consortium leadership	5	4	3	2	0	
F. Risks						
Potential risks are identified	5	4	3	2	0	
Strategies to be used to monitor and mitigate risks are described and appropriate	5	4	3	2	0	

<i>Criteria</i>	E	G	A	M	N	NA
2.1.2 High-Level Application Architecture (85 pts)						
A. Project Approach/Methodology						
Proposal demonstrates clear understanding of the work necessary to implement this requirement	5	4	3	2	0	
The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished	5	4	3	2	0	
B. Work Plan						
The proposed work plan is complete and addresses the scope of the project	5	4	3	2	0	
Level of detail proposed in the project work plan is appropriate for the project needs	5	4	3	2	0	
The implementation of the plan is likely to succeed	5	4	3	2	0	
The proposal includes a creative approach that is reasonable and that is worthy of consideration	5	4	3	2	0	
C. Project Schedule						
The schedule includes activities of a reasonable scope and key milestone dates	5	4	3	2	0	
Deliverables are accurately identified and scheduled to be provided in time to meet Consortium needs	5	4	3	2	0	
Major dependencies within the schedule have been identified	5	4	3	2	0	
D. Deliverables						
Deliverables are identified and clearly described	5	4	3	2	0	
Deliverables will meet the Consortium's needs	5	4	3	2	0	
Strategies for monitoring and measuring outcomes are spelled out and appropriate	5	4	3	2	0	
E. Outcomes and Performance Measurement						
Overall work plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Description to monitor/measure outcomes is thorough	5	4	3	2	0	
There is a clear description of how progress toward and delivery of outcomes will be provided to Consortium leadership	5	4	3	2	0	

F. Risks						
Potential risks are identified	5	4	3	2	0	
Strategies to be used to monitor and mitigate risks are described and appropriate	5	4	3	2	0	

<i>Criteria</i>	E	G	A	M	N	NA
2.1.3 Information Architecture (85 pts)						
A. Project Approach/Methodology						
Proposal demonstrates clear understanding of the work necessary to implement this requirement	5	4	3	2	0	
The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished	5	4	3	2	0	
B. Work Plan						
The proposed work plan is complete and addresses the scope of the project	5	4	3	2	0	
Level of detail proposed in the project work plan is appropriate for the project needs	5	4	3	2	0	
The implementation of the plan is likely to succeed	5	4	3	2	0	
The proposal includes a creative approach that is reasonable and that is worthy of consideration	5	4	3	2	0	
C. Project Schedule						
The schedule includes activities of a reasonable scope and key milestone dates	5	4	3	2	0	
Deliverables are accurately identified and scheduled to be provided in time to meet Consortium needs	5	4	3	2	0	
Major dependencies within the schedule have been identified	5	4	3	2	0	
D. Deliverables						
Deliverables are identified and clearly described	5	4	3	2	0	
Deliverables will meet the Consortium's needs	5	4	3	2	0	
Strategies for monitoring and measuring outcomes are spelled out and appropriate	5	4	3	2	0	
E. Outcomes and Performance Measurement						
Overall work plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Description to monitor/measure outcomes is thorough	5	4	3	2	0	
There is a clear description of how progress toward and delivery of outcomes will be provided to Consortium leadership	5	4	3	2	0	
F. Risks						
Potential risks are identified	5	4	3	2	0	
Strategies to be used to monitor and mitigate risks are described and appropriate	5	4	3	2	0	

<i>Criteria</i>	E	G	A	M	N	NA
2.1.4 Technical Systems Architecture (85 pts)						
A. Project Approach/Methodology						
Proposal demonstrates clear understanding of the work necessary to implement this requirement	5	4	3	2	0	
The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished	5	4	3	2	0	
B. Work Plan						
The proposed work plan is complete and addresses the scope of the project	5	4	3	2	0	
Level of detail proposed in the project work plan is appropriate for the project needs	5	4	3	2	0	
The implementation of the plan is likely to succeed	5	4	3	2	0	
The proposal includes a creative approach that is reasonable and that is worthy of consideration	5	4	3	2	0	
C. Project Schedule						
The schedule includes activities of a reasonable scope and key milestone dates	5	4	3	2	0	
Deliverables are accurately identified and scheduled to be provided in time to meet Consortium needs	5	4	3	2	0	
Major dependencies within the schedule have been identified	5	4	3	2	0	
D. Deliverables						
Deliverables are identified and clearly described	5	4	3	2	0	
Deliverables will meet the Consortium's needs	5	4	3	2	0	
Strategies for monitoring and measuring outcomes are spelled out and appropriate	5	4	3	2	0	
E. Outcomes and Performance Measurement						
Overall work plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Description to monitor/measure outcomes is thorough	5	4	3	2	0	
There is a clear description of how progress toward and delivery of outcomes will be provided to Consortium leadership	5	4	3	2	0	
F. Risks						
Potential risks are identified	5	4	3	2	0	
Strategies to be used to monitor and mitigate risks are described and appropriate	5	4	3	2	0	

Management Proposal (280 points)						
<i>Criteria</i>	E	G	A	M	N	NA
Project Team Structure / Internal Controls (100 pts)						
Project management for entire project is adequately staffed in terms of time on project	20	15	10	5	0	
Project management for entire project is highly qualified regarding experience with other projects of similar scope and with similar audiences	20	15	10	5	0	
Management structure and internal controls described are clear and easy to communicate	20	15	10	5	0	
Lines of authority are clear, and access to decision makers appears straightforward	20	15	10	5	0	
The procedures described for escalating concerns is clear and likely to produce effective response	20	15	10	5	0	

<i>Criteria</i>	E	G	A	M	N	NA
Staff Qualifications/Experience (120 pts)						
Project team proposed for this Technical Requirement has the experience to successfully implement the proposal	40	30	20	10	0	
Project team proposed for this Technical Requirement is adequately resourced to successfully implement the proposal	40	30	20	10	0	
Management proposed for this Technical Requirement has the experience and resources to lead to success	40	30	20	10	0	

<i>Criteria</i>	E	G	A	M	N	NA
Experience of the PROPOSER (60 pts)						
Experience of PROPOSER with similar projects provides solid evidence of ability to meet CONSORTIUM's needs	20	15	10	5	0	
PROPOSER's staff has extensive experience with Open Source Technology	20	15	10	5	0	
Provided samples of work clearly illustrate that the proposed list of deliverables will meet requirements	20	15	10	5	0	

Key Priorities (110 points)						
<i>Criteria</i>	E	G	A	M	N	NA
Key Priorities (110 pts)						
Demonstrated innovative thinking to address the key priorities	110	88	66	44	0	

Cost Proposal (275 points)						
Criteria	E	G	A	M	N	NA
IT Systems Architecture (275 pts)						
The proposal with the lowest total cost for this section will be awarded 275 points. All other cost proposals deemed to be acceptable will receive a prorated score calculated using the following formula: $L/R \times 275 \text{ points} = Z$ (L = The total cost of the proposal with the lowest total cost in the Mandatory Requirements section; R = The total cost of the PROPOSER's proposal being scored; and, Z = The total number of points awarded to the PROPOSER's cost proposal.)						

Reference Checks (100 points) – Finalists Only						
Criteria	E	G	A	M	N	NA
References (100 pts)						
References show prior experience consistent with needs of project	100	80	60	40	0	

B. 2.2 Ongoing IT Systems Integration Architecture Services

Technical Requirements (430 Points)						
Criteria	E	G	A	M	N	NA
2.2.0 COHERENCE AND SCOPE ACROSS REQUIREMENTS (90 pts)						
Across all requirements, the proposal presents a coherent and comprehensive approach that integrates well across the four Technical Requirements	30	24	18	12	0	
Across all requirements, the proposal is reasonably scoped and has a high likelihood of success	30	24	18	12	0	
Across all requirements, the proposal addresses the needs of the Consortium's multiple stakeholders	30	24	18	12	0	

Criteria	E	G	A	M	N	NA
2.2.1 Solution and Systems Architecture (85 pts)						
G. Project Approach/Methodology						
Proposal demonstrates clear understanding of the work necessary to implement this requirement	5	4	3	2	0	
The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished	5	4	3	2	0	

H. Work Plan						
The proposed work plan is complete and addresses the scope of the project	5	4	3	2	0	
Level of detail proposed in the project work plan is appropriate for the project needs	5	4	3	2	0	
The implementation of the plan is likely to succeed	5	4	3	2	0	
The proposal includes a creative approach that is reasonable and that is worthy of consideration	5	4	3	2	0	
I. Project Schedule						
The schedule includes activities of a reasonable scope and key milestone dates	5	4	3	2	0	
Deliverables are accurately identified and scheduled to be provided in time to meet Consortium needs	5	4	3	2	0	
Major dependencies within the schedule have been identified	5	4	3	2	0	
J. Deliverables						
Deliverables are identified and clearly described	5	4	3	2	0	
Deliverables will meet the Consortium's needs	5	4	3	2	0	
Strategies for monitoring and measuring outcomes are spelled out and appropriate	5	4	3	2	0	
K. Outcomes and Performance Measurement						
Overall work plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Description to monitor/measure outcomes is thorough	5	4	3	2	0	
There is a clear description of how progress toward and delivery of outcomes will be provided to Consortium leadership	5	4	3	2	0	
L. Risks						
Potential risks are identified	5	4	3	2	0	
Strategies to be used to monitor and mitigate risks are described and appropriate	5	4	3	2	0	

Criteria	E	G	A	M	N	NA
2.2.2 Open-Source Development Activities (85 pts)						
G. Project Approach/Methodology						
Proposal demonstrates clear understanding of the work necessary to implement this requirement	5	4	3	2	0	
The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished	5	4	3	2	0	
H. Work Plan						
The proposed work plan is complete and addresses the scope of the project	5	4	3	2	0	
Level of detail proposed in the project work plan is appropriate for the project needs	5	4	3	2	0	
The implementation of the plan is likely to succeed	5	4	3	2	0	
The proposal includes a creative approach that is reasonable and that is worthy of consideration	5	4	3	2	0	

<i>I. Project Schedule</i>						
The schedule includes activities of a reasonable scope and key milestone dates	5	4	3	2	0	
Deliverables are accurately identified and scheduled to be provided in time to meet Consortium needs	5	4	3	2	0	
Major dependencies within the schedule have been identified	5	4	3	2	0	
<i>J. Deliverables</i>						
Deliverables are identified and clearly described	5	4	3	2	0	
Deliverables will meet the Consortium's needs	5	4	3	2	0	
Strategies for monitoring and measuring outcomes are spelled out and appropriate	5	4	3	2	0	
<i>K. Outcomes and Performance Measurement</i>						
Overall work plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Description to monitor/measure outcomes is thorough	5	4	3	2	0	
There is a clear description of how progress toward and delivery of outcomes will be provided to Consortium leadership	5	4	3	2	0	
<i>L. Risks</i>						
Potential risks are identified	5	4	3	2	0	
Strategies to be used to monitor and mitigate risks are described and appropriate	5	4	3	2	0	

<i>Criteria</i>	E	G	A	M	N	NA
2.2.3 Technology Governance (85 pts)						
<i>G. Project Approach/Methodology</i>						
Proposal demonstrates clear understanding of the work necessary to implement this requirement	5	4	3	2	0	
The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished	5	4	3	2	0	
<i>H. Work Plan</i>						
The proposed work plan is complete and addresses the scope of the project	5	4	3	2	0	
Level of detail proposed in the project work plan is appropriate for the project needs	5	4	3	2	0	
The implementation of the plan is likely to succeed	5	4	3	2	0	
The proposal includes a creative approach that is reasonable and that is worthy of consideration	5	4	3	2	0	
<i>I. Project Schedule</i>						
The schedule includes activities of a reasonable scope and key milestone dates	5	4	3	2	0	
Deliverables are accurately identified and scheduled to be provided in time to meet Consortium needs	5	4	3	2	0	
Major dependencies within the schedule have been identified	5	4	3	2	0	

J. Deliverables						
Deliverables are identified and clearly described	5	4	3	2	0	
Deliverables will meet the Consortium's needs	5	4	3	2	0	
Strategies for monitoring and measuring outcomes are spelled out and appropriate	5	4	3	2	0	
K. Outcomes and Performance Measurement						
Overall work plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Description to monitor/measure outcomes is thorough	5	4	3	2	0	
There is a clear description of how progress toward and delivery of outcomes will be provided to Consortium leadership	5	4	3	2	0	
L. Risks						
Potential risks are identified	5	4	3	2	0	
Strategies to be used to monitor and mitigate risks are described and appropriate	5	4	3	2	0	

2.2.4 Quality Assurance Testing (85 pts)						
G. Project Approach/Methodology	E	G	A	M	N	NA
Proposal demonstrates clear understanding of the work necessary to implement this requirement	5	4	3	2	0	
The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished	5	4	3	2	0	
H. Work Plan						
The proposed work plan is complete and addresses the scope of the project	5	4	3	2	0	
Level of detail proposed in the project work plan is appropriate for the project needs	5	4	3	2	0	
The implementation of the plan is likely to succeed	5	4	3	2	0	
The proposal includes a creative approach that is reasonable and that is worthy of consideration	5	4	3	2	0	
I. Project Schedule						
The schedule includes activities of a reasonable scope and key milestone dates	5	4	3	2	0	
Deliverables are accurately identified and scheduled to be provided in time to meet Consortium needs	5	4	3	2	0	
Major dependencies within the schedule have been identified	5	4	3	2	0	
J. Deliverables						
Deliverables are identified and clearly described	5	4	3	2	0	
Deliverables will meet the Consortium's needs	5	4	3	2	0	
Strategies for monitoring and measuring outcomes are spelled out and appropriate	5	4	3	2	0	

K. Outcomes and Performance Measurement						
Overall work plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Description to monitor/measure outcomes is thorough	5	4	3	2	0	
There is a clear description of how progress toward and delivery of outcomes will be provided to Consortium leadership	5	4	3	2	0	
L. Risks						
Potential risks are identified	5	4	3	2	0	
Strategies to be used to monitor and mitigate risks are described and appropriate	5	4	3	2	0	

Management Proposal (280 points)						
<i>Criteria</i>	E	G	A	M	N	NA
Project Team Structure / Internal Controls (100 pts)						
Project management for entire project is adequately staffed in terms of time on project	20	15	10	5	0	
Project management for entire project is highly qualified regarding experience with other projects of similar scope and with similar audiences	20	15	10	5	0	
Management structure and internal controls described are clear and easy to communicate	20	15	10	5	0	
Lines of authority are clear, and access to decision makers appears straightforward	20	15	10	5	0	
The procedures described for escalating concerns is clear and likely to produce effective response	20	15	10	5	0	

<i>Criteria</i>	E	G	A	M	N	NA
Staff Qualifications/Experience (120 pts)						
Project team proposed for this Technical Requirement has the experience to successfully implement the proposal	40	30	20	10	0	
Project team proposed for this Technical Requirement is adequately resourced to successfully implement the proposal	40	30	20	10	0	
Management proposed for this Technical Requirement has the experience and resources to lead to success	40	30	20	10	0	

<i>Criteria</i>	E	G	A	M	N	NA
Experience of the PROPOSER (60 pts)						
Experience of PROPOSER with similar projects provides solid evidence of ability to meet CONSORTIUM's needs	20	15	10	5	0	
PROPOSER's staff has extensive experience with Open Source Technology	20	15	10	5	0	
Provided samples of work clearly illustrate that the proposed list of deliverables will meet requirements	20	15	10	5	0	

Key Priorities (110 points)						
Criteria	E	G	A	M	N	NA
Key Priorities (110 pts)						
Demonstrated innovative thinking to address the key priorities	110	88	66	44	0	

Cost Proposal (275 points)						
Criteria	E	G	A	M	N	NA
Ongoing IT Systems Integration Architecture Services (275 pts)						
The proposal with the lowest total cost for this section will be awarded 275 points. All other cost proposals deemed to be acceptable will receive a prorated score calculated using the following formula: $L/R \times 275 \text{ points} = Z$ (L = The total cost of the proposal with the lowest total cost in the Mandatory Requirements section; R = The total cost of the PROPOSER's proposal being scored; and, Z = The total number of points awarded to the PROPOSER's cost proposal.)						

Reference Checks (100 points) – Finalists Only						
Criteria	E	G	A	M	N	NA
References (100 pts)						
References show prior experience consistent with needs of project	100	80	60	40	0	



**Exhibit H
Contractor Intake Form**

CONTRACTOR/GOVERNMENTAL ENTITY INTAKE FORM

All potential Office of Superintendent of Public Instruction Contractors or Governmental Entities must sign and submit this form before an OSPI contract or Agreement is offered.

1. CONTRACTOR NAME (AS LEGALLY REGISTERED WITH THE IRS):		CONTRACTOR DBA (DOING BUSINESS AS) NAME:	
2. CONTRACTOR ADDRESS & CONTACT INFORMATION:			
ADDRESS (NUMBER, STREET, AND APT OR SUITE)	CITY	STATE	ZIP CODE
BUSINESS PHONE NUMBER	BUSINESS FAX NUMBER		
CONTRACT MANAGER NAME	CONTRACT MANAGER EMAIL ADDRESS		
CONTRACT MANAGER PHONE NUMBER	CONTRACT MANAGER FAX		
3. CONTRACTOR LICENSE (Not applicable to ESDs, School Districts, and State Agencies):			
Do you have a current Washington State business license? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach.			
Have you had any contract to provide services terminated for default? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a list of each terminated contract with an explanation of the situation involved.		If you do not have a Washington State business license, explain why you are exempt from registering your business with the State of Washington. To file for a Master Business Application, visit www.dor.wa.gov .	
4. BUSINESS INFORMATION:			
How is your business organized? Please select		If filing as Corporation, non-profit, please attach a copy of 501(c) status.	
TAXPAYER IDENTIFICATION NUMBER (TIN) SSN: - - EIN: -		For individuals, this is your Social Security Number (SSN). For other entities (corporations, school districts, etc.) this is your Employer Identification Number (EIN).	
STATEWIDE VENDOR NUMBER -		Individuals awarded contracts with OSPI are required to register as a Statewide Vendor. Visit www.ofm.wa.gov to register as a Statewide Vendor .	
5. WASHINGTON STATE EMPLOYMENT (Not applicable to ESDs, School Districts, and State Agencies):			
Are you, or any of your business partners, directors, officers, managers, employees, or board members current or former (within the last 24 months) officers or employees of the State of Washington? <input type="checkbox"/> Yes <input type="checkbox"/> No If you answered yes or are unsure, you must contact the Executive Ethics Board for guidance. You can contact the Executive Ethics Board at 360-664-0871 or by email at ethics@atg.wa.gov . Submit a copy of the Executive Ethics Board decision to your OSPI Contract Manager.			
6. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify OSPI of any changes in any statement.			
CONTRACTOR SIGNATURE		DATE	
PRINTED NAME		TITLE	

PLEASE RETURN THIS FORM TO YOUR OSPI PROGRAM MANAGER AS SOON AS POSSIBLE