

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

Addendum 1 and Amendment 1 to  
Smarter Balanced Assessment Consortium Request For Proposals (RFP):  
SBAC RFP-08

Note to potential respondents:

- This Addendum is intended to revise, clarify and become part of the *SMARTER Balanced Assessment Consortium Request for Participation and Training Materials* (SBAC RFP-08), issued October 14, 2011.
- **All amendments, addendums, and notifications will be posted on the OSPI Web site and released via the Washington Electronic Business Solution (WEBS) Web site.**

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

Amendment 1: Amend language associated with the Twice Annual Contractor Meetings; General Timeline of SBAC activities related to this Contract; and adjust the posting date of the Final Questions and Answers.

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

REQUEST FOR PROPOSALS (RFP)

**AMENDMENT 1**

SBAC RFP NO. 08 11-03-11

*This RFP is available at the Office of Superintendent of Public Instruction website located at <http://www.k12.wa.us/RFP/> and at the Office of General Administration, Washington Electronic Business Solution (WEBS) Procurement Website at <http://www.ga.wa.gov/webs/>. All RFP amendments or Vendor questions and OSPI answers will be posted to these sites. All interested Vendors must be registered with WEBS under the following commodity codes in order to receive notifications: 924-05 Educational Advisory Services; 924-16 Instructional/Training Course Development Services; 918-38 Education and Training Consulting; 924-18 Alternative Educational Services; 924-19 Educational Research Services; 924-20 Examination and Testing; 924-78 Teaching and Instruction Services*

**PROJECT TITLE:** SBAC Participation Guidelines and Criteria, Item/Task Writer, Content, Bias & Sensitivity, and Accessibility Review Training and Process Materials Development

**SMARTER Balanced Assessment Consortium (SBAC) Request for Proposals to develop item writer training materials; training materials and procedures for item content reviews accessibility reviews, and bias/sensitivity reviews; and guidelines for state participation in assessment development and implementation work.**

**PROPOSAL DUE DATE:** 4:30 PM, Pacific Standard Time (PST) November 15, 2011

**ESTIMATED CONTRACT PERIOD:** January 17, 2012 to October 31, 2013. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

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

**SUBMIT PROPOSAL TO:** Michael Middleton,  
Director, Business and Special Populations  
Assessment and Student Information

**Proposal Delivered by Mail:**  
P.O. Box 47200, Olympia, WA 98504-720

**Proposal Delivered by Express/Hand Delivery, Or  
Courier:**  
600 Washington Street South, Olympia, WA 98504

**Proposal Delivered by Email:**  
Michael Middleton ([Michael.Middleton@k12.wa.us](mailto:Michael.Middleton@k12.wa.us))

**FAXED BIDS WILL NOT BE ACCEPTED.**

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

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## Section A. INTRODUCTION

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### 1. DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

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

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

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

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

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

**SBAC** – SMARTER Balanced Assessment Consortium

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

## **2. PURPOSE OF REQUEST FOR PROPOSALS**

The Office of Superintendent of Public Instruction (hereafter referenced as "OSPI") acting on behalf of the SMARTER Balanced Assessment Consortium (hereafter referenced as the "CONSORTIUM") is initiating this Request for Proposal (RFP) to solicit proposals from organizations (hereafter referenced as the "VENDOR") interested in participating in the CONSORTIUM's grant from the U.S. Department of Education's *Race to the Top Assessment Program* (Exhibit G). The CONSORTIUM is a collaborative of states mutually aligned to generating the 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 project is to produce materials that support item and task development for the selected-response (SR), constructed-response (CR), and technology-enhanced (TE) items and performance tasks of the SBAC summative and interim assessments. The materials include item writer training materials; materials and processes for content reviews, accessibility reviews, and bias/sensitivity reviews for stimulus materials, items, and tasks; and state participation guidelines for assessment development and implementation work.

A successful procurement shall result in the awarding of a contract between OSPI and the successful service provider (hereafter referenced as "CONTRACTOR".)

## **3. BACKGROUND**

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

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

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

- Comprehensive Assessment Systems grants, which provide funding for the development of new assessment systems that measure student knowledge and skills against a common set of college- and career-ready standards in mathematics and English language arts.
- High School Course Assessment Program grants, which provide funding for the development of new assessment programs that, for each course, measure student knowledge and skills against a common set of expectations that are rigorous and designed to ensure that students who pass the course assessment are on track to being college- and career-ready.

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

Overview of Comprehensive Assessment Systems Grants

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

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

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

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

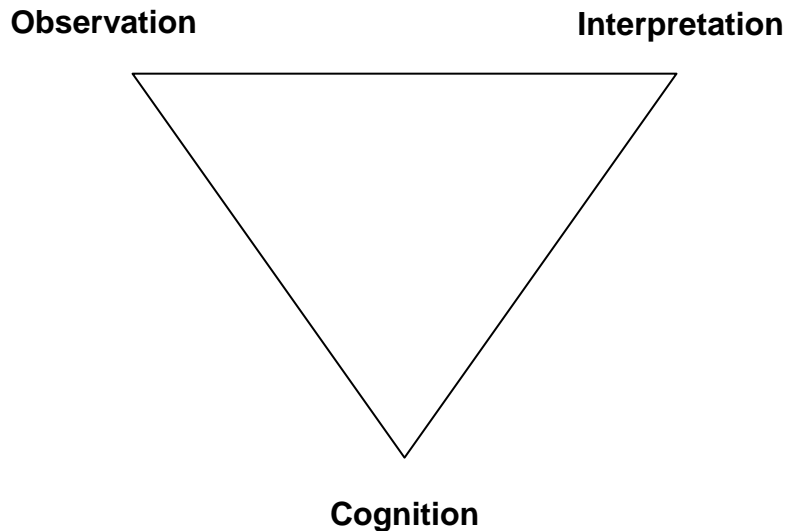
### **Evidence-Centered Design**

The SBAC assessment system is grounded in the idea of evidence-centered design. As Mislevy, Steinberg, and Almond (2003) state,

What all assessments share... is reasoning that relates the particular things students say or do, to what they know or can do as more broadly conceived; that is, in terms that have meanings beyond the specifics of the immediate observations. The argument behind such reasoning is grounded in beliefs about the nature of knowledge in the domain in question, how we recognize it when we see it, and situations in which evidence about that knowledge might be manifest. This...concerns relationships among (a) the claims one wants to make about students in order to serve an assessment's purpose; (b) the principles upon which this reasoning is based; and (c) the "pieces of machinery" – tasks, responses, rubrics, statistical routines, score reports, and the like – that one assembles to gather evidence to support claims about students. (p. 2).

In an evidence-centered design for the SBAC assessments, determining the targeted knowledge and skills found in the CCSS, operationalizing those targets through SBAC Content Specifications and SBAC Item and Test Specifications, and ensuring effective assessment development and review processes (including qualifications of writers and reviewers) are key functions in the evidence centered arguments that support SBAC's claims about inferences to be made from assessment scores. The National Research Council (2001) has described an evidence-centered design framework as follows:

The process of reasoning from evidence can be portrayed as...an assessment triangle. As shown below, the corners of the triangle represent three key elements that underlie any assessment: (1) a model of student cognition and learning in the domain, (2) a set of beliefs about the kinds of observations that will provide evidence of students' competencies, and (3) an interpretation process for making sense of the evidence (p. 296).



The training and review processes, the focuses of the reviews, and the expertise and representativeness of the writers and reviewers help to ensure that the observations (scores from items and tasks) represent the students' cognition and learning in each domain.

### **Overview of SBAC Items and Tasks**

There are four types of items and tasks that SBAC will be developing: selected response items, constructed response items, technology-enhanced items, and performance tasks. The SBAC Item Development and Performance Task Work Groups have defined these item/task types as follows:

The comprehensively designed SBAC assessment system strategically uses a variety of item types (i.e., selected response items, constructed response items, technology-enhanced items, and performance [tasks]) to assess the full range of the Common Core State Standards (CCSS) with an emphasis on problem solving, analysis, synthesis, and critical thinking. ... The primary sources of information ... are the *SBAC Final Narrative* (6/20/2010) and the West Ed's *Research Supported Guidance for the Development of a Comprehensive Assessment Framework Based on the Common Core State Standards* (9/30/2010).

The development of assessment items/tasks considers the access needs of the vast majority of students (e.g., cognitive, processing, sensory, physical, language). Each of the item/task types will incorporate accessibility features (e.g., magnification, audio representation of graphic elements, linguistic simplification, text-to-speech, [speech to text], and Braille) that will couple with the system technology, test structure, and test delivery.

**Selected Response Items (SR)** contain a series of options from which to choose correct responses. SBAC's emphasis will be on the development of items that reflect important knowledge and skills consistent with the expectations of the CCSS across the Depths of Knowledge (i.e., Recall/Literal Comprehension, Interpretation/Application, and Analysis/Evaluation). Carefully constructed and reviewed selected response items will allow students to demonstrate their use of complex thinking skills, such as formulating comparisons or contrasts; identifying cause and effects; identifying patterns or conflicting points of view; categorizing, summarizing, or interpreting information. The appropriate and judicious use of selected response items provides for a cost-effective means to address content in terms of test development, administration, and scoring.

Selected response items will measure one or more content standard(s) and will provide evidence for addressing one or more Score Reporting Categories used in the test design. A single SR item will not measure content standards in both mathematics and English language arts. For selected response items that are multiple choice, there will be up to four (4) possible answers [options] (e.g., one (1) correct answer [key] and three (3) wrong answer choices [distractors]). Selected response items should include, but not be limited to, multiple-choice items.

**Constructed Response (CR)** is a general term for items requiring the student to generate a response as opposed to selecting a response. Both short and extended constructed response items will be used. Short constructed response items may require test-takers to enter a single word, phrase, sentence, number, or set of numbers, whereas extended constructed response items will require more elaborated answers and explanations of reasoning. These kinds of constructed response items

... allow students to demonstrate their use of complex thinking skills such as formulating comparisons or contrasts; proposing cause and effects; identifying patterns or conflicting points of view; categorizing, summarizing, or interpreting information; and developing generalizations, explanations, justifications, or evidence-based conclusions (Darling-Hammond & Pecheone, 2010). These complex thinking skills are consistent with the expectations for college and career readiness and will be included in both the English language arts and mathematics assessments. (SBAC RTTT Proposal, p. 53)

Constructed response items will measure one or more content standard(s) and will provide evidence for addressing one or more Score Reporting Categories used in the test design. A single CR item will not measure content standards in both mathematics and English language arts. It is expected that constructed response items will generally be scored by computer, using Artificial Intelligence (AI) models as appropriate, with human scoring to train the AI engine and to provide backup validation.

**Technology-Enhanced (TE) Items** The SBAC Item Development Work Group has defined technology enhanced items as follows.

Technology-Enhanced Items\_employ technology to:

- Present information to the student (e.g., through animations, simulations, online access to information, video or audio stimulus, moveable models), and/or

- Elicit a response from the student (e.g., selecting one or more points on a graphic, dragging and dropping a graphic from one location to another, manipulating a graph)..., and/or
- Collect score responses which are scored against an answer key for [MC] or static CR items; or objective score criteria for dynamic CR [or other scoring mechanisms as designed].
- TE Items employ technology to assess content, cognitive complexity, and Depth of Knowledge not assessable otherwise. Because of the cost in development, scoring, and ongoing calibration, SBAC will employ TE in situations in which static SR and static CR are inadequate.
- The ultimate goal of TE items is to provide better measurement of student knowledge and skills through technology.

The effective use of technology will expand the nature of the content that can be presented as well as the knowledge, skills, and processes that can be assessed (Quellmalz & Moody, 2004). Technology-enhanced items will take advantage of drag-and-drop, hot spot, drawing, graphing, gridded-response items (which generally have numerical answers where students can key-in responses), and simulation technologies, along with the use of online tools to measure content that was previously not assessed or was assessed through constructed response item formats requiring more elaborate scoring procedures. While most of the work with the technology-enhanced items has been done in the area of science, SBAC will develop technology-enhanced items in both English language arts and mathematics. For example, a video presentation of a speech could be combined with a reading passage to provide students the opportunity to integrate reading and listening skills per the CCSS and evaluate content across diverse media.

Technology-enhanced items will measure one or more content standard(s) and will provide evidence for addressing one or more Score Reporting Categories used in the test design. A single TE item will not measure content standards in both mathematics and English language arts.

**Performance Tasks** are defined in the SBAC RTTT application as follows:

[Performance tasks]...will provide a measure of the student's ability to integrate knowledge and skills across multiple [content] standards—a key component of college- and career readiness. Performance [tasks] will be used to better measure capacities such as depth of understanding, research skills, and complex analysis, which cannot be adequately assessed with [selected response] or constructed response items. (p. 42).

The SBAC Performance Task Work Group has identified the following essential characteristics;

A performance task must

- Integrate knowledge and skills across multiple content standards or English language arts strands/mathematics domains;
- Measure capacities such as depth of understanding, research skills and/or complex analysis with relevant evidence;

- Require student-initiated planning, management of information and ideas, and/or interaction with other materials;
- Require production of more extended responses (e.g., oral presentations, exhibitions, product development), in addition to more extended written responses that might be revised and edited;
- Reflect a real-world task and/or scenario-based problem;
- Lend itself to multiple approaches;
- Represent content that is relevant and meaningful to students;
- Allow for demonstration of important knowledge and skills, including those that address 21st century skills such as critically analyzing, synthesizing media texts;
- Focus on big ideas over facts;
- Allow for multiple points of view and interpretations;
- Require scoring that focuses on the essence of the task;
- Reflect one or more of the Standards for Mathematical Practice, Reading and Writing (or Speaking and Listening) processes; and
- Seem feasible for the school/classroom environment.
- Deliver evidence in one or more of the Score Reporting Categories used in the intended test design.

#### **4. OBJECTIVE AND SCOPE OF WORK**

The work conducted under the contract awarded through this RFP will require significant collaboration among all Contractor(s) involved in SBAC work and SBAC leadership (i.e., the Executive Director, Chief Operating Officer, the Executive Committee, the Performance Tasks Work Group, the Item Development Work Group, the Test Design Work Group, and the Accessibility and Accommodations Work Group). SBAC leadership must be involved in all communications involving more than one Contractor. Contractor will implement iterative review processes as they collaborate with SBAC workgroups, but has primary responsibility to complete the specific work to be done under this contract including the following summary list:

1. Develop SBAC Participation Policies and Guidelines for assessment development and implementation.
2. Develop and Produce Item/Task Writing Training Materials to train Item Writer Trainers and materials for Item Writer Trainers to use to train Item Writers.
3. Develop unique sets of materials to aid the distinct reviews of items and tasks for:
  - Content
  - Accessibility
  - Bias/Sensitivity

4. Organize all (print and electronic) deliverables for formal review by SBAC members, work groups, and leadership.
5. Present and elicit feedback during review cycles of the deliverables to appropriate SBAC members, work groups, and committees for review and comment.
6. Revise the deliverables based on input from SBAC and provide the final version of the deliverables that meet SBAC expectations.
7. Coordinate and finance all face-to-face and online meetings and coordinated review processes (e.g., costs of meetings, travel and expenses, lodging and food).
8. Develop, implement and manage a detailed project and communication plan that will:
  - incorporate specific deliverables, milestones and incremental tasks for which the contractor will be responsible.
  - specify consortium members' responsibilities for applicable tasks.
  - identify specific review opportunities and associated schedule.
  - specify processes for version control and record maintenance.
  - identify other communication events.
9. Provide final report of work completed with documentation of records of communication and decision making for all aspects of work done.
10. All SBAC documents and documentation should be provided in agreed-upon static and non-static formats.

***Maintaining open competition through non-proprietary approaches is a critical SBAC strategy. Contractors are responsible for ensuring that the training materials, processes, and guidelines are non-proprietary. Vendors are hereby notified that they may be excluded from bidding on additional SBAC work if it is determined that their work has unfairly limited the ability of other vendors from competing on future SBAC RFPs. Furthermore, Vendors will be excluded if they propose to use procedures and products that are proprietary or copyrighted. All procedures and products arising from the contract will be the property of SBAC and its member states.***

## **5. STATE'S ROLE**

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

## **6. VENDOR QUALIFICATIONS**

**Minimum Qualifications** Bidders should be most familiar with Common Core State Standards (Language Arts & Literacy and Mathematics), bias/sensitivity issues, accessibility and accommodations issues, and assessment development procedures, the ability to develop training materials and processes, and experience facilitating review committees. Bidders must also demonstrate a willingness to work in a collaborative manner with representatives from member states

in the SBAC as well as other vendors who will take on aspects of the SBAC assessment development work. Vendors must be:

- Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Bidder.
- Knowledgeable of formatting considerations for computer-based test administration.
- Experienced in preparing item/task/stimuli writing training materials.
- Experienced with content reviews for items/tasks and stimuli.
- Experienced with bias/sensitivity reviews for items/tasks and stimuli.
- Knowledgeable of the characteristics of evidence-centered assessment design and development.
- Experienced with multi-vendor and group information and materials hand offs.
- Familiar with Universal Design principles.
- Experience with accessibility review for items/tasks and stimuli.

#### **Desirable Qualifications**

- Experience working with online assessment delivery systems.

### **7. PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 17, 2012 and end on or about October 31, 2013. The Contractor will be expected to augment the final deliverables at no additional cost in the event SBAC leadership identifies any element specified in the contract that is missing from the final deliverable. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

If requested by the SBAC, OSPI reserves the right to amend to extend the contract for up to one (1) additional contract year through October 31, 2014. Decision to amend shall be based on sustained satisfactory performance as decided by the Superintendent's designee, successful completion of project objectives, and availability of funding.

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

### **8. FUNDING**

Vendors must provide a bid that addresses the full scope of work and does not exceed seven hundred thirty-nine thousand, three hundred ninety-two dollars (\$739,392). Any proposal exceeding the listed budget will be deemed non-responsive.

Vendors may provide additional cost options along with their proposal, these additional cost options and associated work will not be factored into the evaluation criteria or budget analyses.

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

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

**9. ADA**

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

## Section B. GENERAL INFORMATION FOR VENDORS

### 1. RFP COORDINATOR

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

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

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on OSPI. Vendors 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 Vendor.

### 2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI Issues RFP	October 14, 2011
2.	Letter of Intent Due	October 21, 2011
3.	Question and Answer Period begins	October 14, 2011
4.	Last Date for Questions Regarding RFP	October 26, 2011
5.	Final Question and Answer Addendum or Amendment Posting (must be posted on OSPI's website and WEBS)	<del>November 3, 2011</del> November 4, 2011
6.	Proposals Due	November 15, 2011
7.	Evaluation of Written Proposals	November 17–30, 2011
8.	Oral Interviews with Finalists (if determined necessary by OSPI)	December 7-8, 2011
9.	Announce "Apparently Successful Contractor" and Send Notification to Unsuccessful Proposers	December 14, 2011
10.	Debriefing Conferences (if requested)	December 19–20, 2011
11.	Contract Negotiation	December 19-30, 2011
12.	Contract Start Date	January 17, 2012

OSPI reserves the right to revise the above schedule.

### **3. LETTER OF INTENT**

A Letter of Intent to Bid in response to this RFP, although not mandatory, is highly encouraged by OSPI as a means to ensure sharing communications regarding this solicitation. Those prospective bidders interested in participating in this RFP should plan to submit a Letter of Intent (to the RFP Coordinator identified above) by **4:30 PM (Pacific Daylight Savings Time), Friday, October 21, 2011**. This letter may be sent via fax, email attachment, or postal or express courier service.

### **4. SUBMISSION OF PROPOSALS**

PROPOSERS are required to submit twenty-one **(21)** copies of their proposal. One **(1)** copy must be hardcopy with original signatures while the remaining twenty **(20)** copies are to be provided electronically on compact discs (CD) or flash drives. The proposal, whether mailed or hand delivered, must be received by OSPI no later than **4:30 PM (Pacific Standard Time) in Olympia, WA on Tuesday, November 15, 2011**. The proposal is to be sent to the RFP Coordinator at the address noted in Section B.1. The envelope should be clearly marked to the attention of the RFP Coordinator, who is OSPI's sole point of contact for this procurement.

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

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

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

### **5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

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

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

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

OSPI will consider a Vendor'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 Bidder 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.

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

## **6. ADDENDA AND AMENDMENTS TO THE RFP**

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

## **7. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

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

## **8. ACCEPTANCE PERIOD**

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

## **9. RESPONSIVENESS**

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

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

## **10. MOST FAVORABLE TERMS**

OSPI reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Vendor can propose. There will be no best and final offer procedure. OSPI does reserve the right to contact a Vendor for clarification of its proposal.

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

## **11. CONTRACT AND GENERAL TERMS & CONDITIONS**

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

## **12. COSTS TO PROPOSE**

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

## **13. NO OBLIGATION TO CONTRACT**

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

## **14. REJECTION OF PROPOSALS**

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

## **15. COMMITMENT OF FUNDS**

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

## **16. STATEWIDE VENDOR PAYMENT REGISTRATION**

Vendors awarded contracts as a result of this RFP will be required to register as a Statewide Vendor (SWV). The SWV file is a central contractor file maintained by the Office of Financial Management for use by Washington State agencies in processing contractor payments. This allows you, as a Contractor, to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. Effective April 30, 2011, all OSPI contractors will be required to register as a Statewide Contractor. Participation in direct deposit is optional. Please go to <http://www.ofm.wa.gov/isd/vendors.asp> for online registration.

## **17. INSURANCE COVERAGE**

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

The 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.

## **Section C. PROPOSAL CONTENTS**

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**Bidders should prepare a technical proposal, management proposal and cost proposal separately for each of the components for which they are bidding to aid in fair evaluation of the competing bids.**

Proposals must be submitted on eight and one-half by eleven (8 ½ x 11) inch paper size with tabs separating the major sections of the proposal. The Letter of Submittal, excluding the signed Certifications and Assurances shall be a maximum of one (1) page. The four major sections of the proposal are to be submitted in the order noted below:

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

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

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

### **1. LETTER OF SUBMITTAL (MANDATORY)**

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

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

## 2. INTRODUCTION (NOT SCORED)

Vendors are asked to provide a brief (2-3 pages) executive summary that demonstrates the Vendor's understanding of the goals of the work to be completed, that demonstrates an understanding of the relationship between the work and the SBAC theory of action, Vendor's understanding of evidence-based design, and that introduces the Vendor's expertise in relation to the work.

## 3. TECHNICAL PROPOSAL (SCORED)

The maximum page limit for the Technical Proposal is 300 pages. Technical Proposals that exceed 300 pages will be viewed as non-responsive. The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology
  - Part 1 Develop SBAC Participation Policies and Guidelines for Assessment Development and Implementation Work
  - Part 2 Develop Item/Task Writing Training Materials
  - Part 3 Develop Content, Accessibility, and Bias/Sensitivity Item and Task Review Materials
- B. Work Plan
- C. Project Schedule
- D. Deliverables
- E. Outcomes and Performance Measurement
- F. Risks

**A. Project Approach/Methodology** – Include a complete description of the Vendor's proposed approach and methodology for all parts of the project. This section should convey the Vendor's understanding of the proposed project. The three major parts of the project are defined below. ***Although Vendors may submit a proposal that includes subcontract arrangements as necessary to complete the work, SBAC anticipates awarding the entire project (i.e. all 3 parts) to a single prime vendor.***

### **PART 1 (L1: 16<sup>1</sup>) Develop SBAC Participation Policies and Guidelines for Assessment Development and Implementation Work**

Expected Outcome: Initial and ongoing documentation of participation policies and processes for SBAC member states and stakeholders to be involved in SBAC assessment development and implementation work, participation includes, but is not limited to, Content, Accessibility, Bias/Sensitivity, and Data Reviews; Pilot Testing, Field Testing, Standard Setting; item/task writing; range finding; scoring; reviewing/developing exemplars of student work.

<b>PART 1 TASKS</b>
<ul style="list-style-type: none"><li>• Develop a policy and process for recruitment, notification, and dismissal/release of participating individuals that addresses an approved set of attributes (e.g., Diversity of ethnicity, backgrounds, expertise, geography, satisfactory contributions to the work)</li><li>• Develop criteria for state level participation in stimulus/item/task writing and reviews</li></ul>

<sup>1</sup> Numbers associated with each component reflect the number of the component in the Master Work Plan ([http://www.k12.wa.us/SMARTER/pubdocs/SMARTER\\_SummativeAssessment\\_ProcurementSchedule.pdf](http://www.k12.wa.us/SMARTER/pubdocs/SMARTER_SummativeAssessment_ProcurementSchedule.pdf)).

- Develop criteria for expertise and experiences of item and task writers
- Develop criteria for expertise and experiences of developers of stimulus materials

#### **PART 1 TASKS (CONTINUED)**

- Develop distinct criteria recognizing the expertise and experiences of committee members for the participation in:
  - Content Review
  - Accessibility Review
  - Bias and Sensitivity Review
- Develop a model for representative involvement of SBAC states in assessment development and implementation
- Support subsequent RFPs by developing a set of guidelines and procedures for recruitment of participants in future assessment development and implementation activities that increases the likelihood of sufficient expertise and experience combined with appropriate representation across states, regions, and demographic groups
- Develop models/designs identifying the desired compositions of the content review, bias and sensitivity review, and accessibility review committees and will support sustainability of the membership
- Develop a participation policy at the teacher, grade, school, district and state level for pilot testing, field testing, and standard setting
- Develop a participation policy document, including conflict of interest, reimbursements, honorariums, and non-disclosure, confidentiality and security agreements policies and related documents
- Develop a process and a list of data elements that are required to document participation in the assessment development that is:
  - Consistent with related assessment development requirements (e.g., sampling plan)
  - Consistent with requirements for technical manuals and peer review
- Recommend additional aspects for this set of guidelines

#### **PART 2 (L1: 10) Develop Item/Task Writing Training Materials**

Expected Outcome: Training materials that specify the consistent use of Content Specifications, Item/Task Specifications, Style Guides, Accessibility Guidelines, Bias and Sensitivity Guidelines, and best practices in item/task development (including attention to *Standards for Educational and Psychological Testing*, Universal Design, bias and sensitivity concerns, etc.) sufficient to support the development of valid and reliable items/tasks for a multi-state assessment system that are free from bias and maximize accessibility to assessed content.

### PART 2 TASKS<sup>2</sup>

- Develop training materials for online and face-to-face item/task/stimulus writing (training in how to use Item/Task Specifications, Bias and Sensitivity Guidelines, and Accessibility Guidelines; example problematic and acceptable items, tasks, rubrics, and technology enhanced items; PowerPoint presentations; agendas, etc.)<sup>3</sup> with attention to grade level and content differentiation
- Develop face-to-face and online interactive-electronic item/task/stimulus training modules, including practice and qualification procedures
- Develop quality control guidelines and procedures to ensure item/task writers are adequately trained and to assess item/task writers' ability to follow procedures and adhere to specifications and guidelines.
- Develop online and face-to-face item/task/stimulus writing guidelines and procedures
- Develop guidelines for capturing and communicating information that should inform ongoing improvement of item/task/stimulus specifications and training materials
- Develop guidelines and protocols for updating/improving training materials and identify likely aspects of training materials and guidelines and procedures that will need to be updated based on the item/task development and piloting processes
- Recommend additional ideas for training materials and/or procedures

### PART 3 (L1: 17) Develop Content, Accessibility, and Bias/Sensitivity Item and Task Review Materials

*Expected Outcome:* Meeting materials will ensure consistent training for accessibility, content, and bias/sensitivity review committees as well as meeting logistics guidelines.

### PART 3 TASKS

- Recruit, recommend and notify successful and non-successful applications for membership on committees consistent with SBAC participation policies and guidelines for assessment development and implementation work
- Develop content review committee and facilitator training materials (PowerPoint presentations; materials to train reviewers how to use Content Specifications and Item/Task Specifications for alignment review and depth of knowledge (DOK) review; sample problematic and acceptable stimuli, items, tasks, and rubrics; materials that demonstrate technology enhanced items; etc.)<sup>4</sup> with attention to grade level and content differentiation

<sup>2</sup> Note that Part 2 of this RFP is focused on development of both face-to-face and electronic materials and processes for training the writers of stimulus materials, items, tasks, rubrics, etc. The actual item writing process will be managed under a separate contract.

<sup>3</sup> Lists of materials used in training are not exhaustive. Vendors are expected to recommend types of training materials and protocols based on their experiences and current research. The Contractor will work with work groups and the Executive Committee to ensure that training materials meet SBAC expectations.

<sup>4</sup> SBAC does not consider the examples in the lists to be exhaustive. Rather, the list is provided to help Vendors understand some of the aspects of training that are considered essential. Vendors may suggest other training materials. The Contractor is expected to work with SBAC work groups and the Executive Committee to ensure that the training materials are sufficient to ensure effective training of reviewers for each type of review.

### PART 3 TASKS (CONTINUED)

- Develop user friendly content review procedures and response capture strategies including preparation of all materials used in the review (e.g., Content Specifications, Item/Task Specifications, record keeping forms)
  - Develop quality control guidelines and procedures to ensure content reviewers are adequately trained and to assess reviewers' ability to follow training procedures.
  - Develop bias and sensitivity review committee and facilitator training materials (PowerPoint presentations; training on how to use the Bias and Sensitivity Guidelines; examples of problematic and acceptable items, tasks, rubrics, stimulus materials, and materials that demonstrate technology enhanced items; etc.) with attention to grade level and content differentiation
  - Develop bias and sensitivity review guidelines and procedures and response capture strategies including preparation of all materials to be used during the review (e.g., Bias and Sensitivity Guidelines, response forms)
  - Develop quality control guidelines and procedures to ensure bias and sensitivity reviewers are adequately trained and to assess reviewers' ability to follow training procedures.
  - Develop user friendly accessibility review committee and facilitator training materials (PowerPoint presentations; training on sources of inaccessibility; training on how to use the Accessibility and Accommodations Guidelines; example problematic and acceptable items, tasks, rubrics, stimulus materials, and materials that demonstrate technology enhanced items, etc.) with attention to grade level and content differentiation
  - Develop accessibility review procedures and response capture strategies including preparation of all materials used in the review (e.g., Accessibility and Accommodations Guidelines, record keeping forms)
  - Develop quality control guidelines and procedures to ensure accessibility reviewers are adequately trained and to assess reviewers' ability to follow training procedures.
  - Develop specific criteria and processes for decision-making regarding feedback received from each review committee
  - Develop criteria and procedures for record-keeping (materials, mechanisms, level of detail, reporting method) for each review committee
  - Develop expectations for review outcomes for each review committee
- Recommend additional ideas for review training and implementation

Links to a number of specifications and guidelines are required to successfully complete the work defined in this RFP. English/Language Arts (ELA) Content Specifications are the foundation for the English/language arts item/task/stimulus specifications (See Appendix A for the link to the ELA Content Specifications). Mathematics Content Specifications are the foundation for the mathematics item/task/stimulus specifications (See Appendix B for the link to the Mathematics Content Specifications). Item/Task Specifications, Stimulus Specifications, Accessibility and Accommodations Guidelines, and Bias/Sensitivity Guidelines will be under developed once the contract for RFP 04 is awarded (See Appendix C for link to SBAC RFP 04). To develop the accessibility review training materials and protocols, the Contractor must also consider the accessibility and accommodations policies and materials developed under SBAC RFP 06 (See

Appendix D for the link to the RFP). Vendors are expected to review these documents to ensure that their proposals reflect understanding of the ideas they represent.

In addition to the review and revision cycles with designated work group members and members of the Executive Committee, SBAC will identify specific deliverables to be reviewed by the Technical Advisory Committee and English Language Learner Advisory Committee.

- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, review cycles, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Vendor’s knowledge of the topics and skills necessary to successfully complete the project and the steps that will be taken to complete the work, including collaboration with SBAC staff. The Vendor may also present any creative approaches that might be appropriate and may provide *pertinent* supporting documentation.
  - C. Project Schedule** – Include a project schedule indicating major milestones, when the elements of the work will be started and completed, and when deliverables will be provided. Major milestones include the tasks and deliverables listed in section A.4 above and all necessary iterative loops. Review cycles (at a minimum) will include reviews and approval by multiple levels of SBAC leadership (e.g., primary work groups, secondary work groups, governing states, Executive Committee).
  - D. Deliverables** – Fully describe all deliverables to be submitted under the proposed contract.
  - E. Outcomes and Performance Measurement** – Describe the impacts/outcomes the Vendor proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to SBAC.
- Please Note: Mere repetition of the work statement in Section 1 or the activities described in this RFP will not be considered responsive.**
- F. Risks** – Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the SBAC’s contract manager.

### ***Information to Assist Vendors in Developing the Technical Proposal***

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

#### **Context**

The SBAC members have been meeting for a year to generate initial ideas about what the summative and interim assessments will look like; however, there is still much work to be done. The Contractor involved in *this* effort will work closely with the key work groups of the SBAC. The Contractor must be prepared for intensive collaboration and tight schedules. The Contractor will have to be flexible and able to respond quickly to ideas as they emerge from work groups.

## Expected Work Statement

This section of the RFP presents the technical requirements for proposals to meet the SBAC needs for the materials described in C2A above.

### Overview of Deliverables

The work completed under this contract must fit within the schedule of the Master Work Plan. The SBAC Participation Policies and Guidelines will present guidelines for state participation in the item and task writing and review processes, assessment development and implementation work (e.g., standard setting, pilot testing); present procedures and models that ensure appropriate representation of member states and demographic groups in item/task/stimulus writing and review committees; and set criteria for the selection of:

- qualified individuals to write stimulus materials, items, and tasks
- qualified individuals to review stimulus materials, items, and tasks for content that aligns to the SBAC Content Specifications
- qualified individuals to review stimulus materials, items, and tasks for potential sources of bias and insensitivity
- qualified individuals to review stimulus materials, items, and tasks for issues related to accessibility

The item/task writing training materials will be used to prepare individuals to develop stimulus materials, selected response, constructed response, technology enhanced items and performance tasks that align with the SBAC Content Specifications and Item and Task Specifications. The content, accessibility, and bias/sensitivity review materials will be used to train reviewers for their respective tasks, track the feedback from the reviewers, and establish policies for how feedback will be addressed. Training materials will be appropriate to the grade level and content area of the items to be written and reviewed.

### **PART 1: Participation Policies and Guidelines for Assessment Development and Implementation Work**

One deliverable from this contract will be a set of guidelines, criteria, and procedures to ensure that the individuals who are involved in the assessment development and implementation work are qualified for their work and representative of the demographic characteristics of the member states. This deliverable will include distinct criteria for selection of item/task/stimulus writers, content reviewers, bias and sensitivity reviewers and accessibility reviewers. Criteria will identify the specific experiences and expertise necessary for writers or reviewers to contribute effectively to the writing or review processes. This deliverable will also include guidelines to indicate appropriate representation of the regions and states in the Consortium for all assessment development and implementation activities.

Criteria for identification and procedures for selection of item/task/stimulus writers will be supported by appropriate research (e.g., the role of content knowledge in development of assessment materials) and will be sensitive to the content and developmental levels of the assessment. Models for recruitment of stimulus and item/task writers will take into account regional and state representation as well as representation from different demographic groups.

Criteria for identification and procedures for selection of Bias/Sensitivity Committee (BSC) members will be developed to ensure appropriate representation of historically underserved/under-represented groups. Each BSC reviewer will be knowledgeable about possible sources of biases against the group(s) she or he represents, which will allow the committee member to effectively review stimulus materials, items, tasks and rubrics for potential sources of bias and sensitive content. Criteria for selection of BSC reviewers will be supported by appropriate research. Models for establishing representative BSC membership will take into account the need for multiple representatives for each demographic group so that multiple committees can be established, if necessary, and so that multiple reviewers are available for each demographic group in the event that BSC members are not available during the time of a bias/sensitivity review meeting.

Criteria for identification and procedures for selection of Accessibility Review Committee (ARC) members will be developed. Each ARC reviewer will be knowledgeable about possible sources of inaccessibility that can arise because of language issues (e.g., linguistic complexity, multi-meaning words, idioms, regionalisms) and/or specific disabilities. Criteria for selection of ARC reviewers will be supported by appropriate research. Models for establishing representative ARC membership will take into account the need for multiple representatives for each language or disability category so that multiple committees can be established, if necessary, and so that multiple candidates are available in the event that members are not available during the time of an ARC review meeting.

Criteria for identification and procedures for selection of content reviewers will be developed that list the specific knowledge, skills, abilities, and dispositions required of content reviewers. Each content reviewer will be knowledgeable about the content and developmental level for which they review stimulus materials, items, tasks, and rubrics. Models for recruitment of content reviewers will also take into account regional and state representation as well as representation from different demographic groups. Models for establishing representative content review membership will take into account the need for multiple representatives so that multiple candidates are available in the event that members are not available during the time of an ARC review meeting.

In addition to criteria for qualified writers and reviewers, this deliverable will include specific procedures for recruitment of writers and reviewers and for release of writers or reviewers if they are unable to adhere to expectations for item/task/stimulus writing, content reviews, bias and sensitivity reviews, or accessibility reviews.

The Participation Policy and Guidelines are also intended to set expectations of SBAC member states, in regard to item development and implementation work (e.g., review committees, item pilots, standard setting). These guidelines should set minimum and maximum expectations of states. Because of the comprehensiveness of these guidelines, it should be expected that approval is needed from all governing states.

## **PART 2: Item/Task Writing Guidelines**

A second deliverable from this contract involves materials and procedures for item/task/stimulus writing. Item/Task Writing Guidelines and training materials are expected to provide qualified individuals with the knowledge and skills they need to develop unbiased and accessible stimulus materials, items and tasks (including item stems or prompts, distractors, scoring rules, sample responses for constructed-response items, detailed descriptions of the performances that will result

from performance task directions, writing items at the different DOK levels, etc.).<sup>5</sup> The stimulus materials, items, and tasks will align with the SBAC Content Specifications and Item/Task Specifications. Item/Task Specifications<sup>6</sup> provide clear and detailed specifications for each item/task type including variables such as item/task shells appropriate to the focus of the item; allowable vocabulary; format, structure, and length of item stems; the focus of wrong answer choices for SR items, etc. Training materials must help item/task/stimulus developer's access and effectively use the Content Specifications and Item/Task Specifications.

Training materials and processes should be developed for face-to-face and online training and qualification modules. Online and face-to-face training modules will provide structures for capturing demographic information about item writers and information about candidates' status in relation to selection criteria.

### **PART 3: Content Reviews, Bias and Sensitivity Reviews, and Accessibility Reviews**

#### Content Reviews

The intent of content reviews for SBAC summative and interim assessments is to result in items/tasks and stimulus materials that elicit students' knowledge and skill related to the Common Core State Standards (CCSS). The CCSS have been further specified in the SBAC English-Language Arts and Mathematics Content Specifications. Item/Task Specifications are being developed under a separate contract and are a critical aspect of operationalizing how SBAC Content Specifications will be assessed. The Content Specifications and Item/Task Specifications will be essential tools in the content review process.

One deliverable from this contract is a set of materials and protocols designed to train content reviewers and to support content reviews. The deliverables include materials and protocols for content review training, guidelines for the review process, and content review record keeping materials, methods, and protocol. Training materials will be appropriate to the grade level and content area of the items to be reviewed. Specific guidelines will be provided that defines how majority and minority opinions about stimulus materials, items and tasks will be recorded and/or resolved. Recommendations for revision will be recorded in a way that helps the team responsible for responding to reviews and resolving problems (e.g., item editors, software developers, content specialists) determine next steps in the item development process.

#### Bias/Sensitivity Reviews

Bias considerations include construct-irrelevant item characteristics that cause students to respond in ways that are inconsistent with their true knowledge and skills. The intent of bias/sensitivity reviews for SBAC summative and interim assessments is to result in stimulus materials, items/tasks and rubrics that are not biased for or against identifiable groups and to guarantee that material and content included in the assessments are not offensive to or overly representative of any population of students being assessed. Bias and Sensitivity Guidelines are being developed under a separate

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<sup>5</sup> As with other parenthetical lists in this document, the list of training focuses is not exhaustive and should be considered a baseline. Vendors are encouraged to recommend other aspects of item/task/stimulus writer training that should be considered. Final features of item/task/stimulus writer training will be determined through collaborations among the Vendor, SBAC work groups, and the Executive Committee.

<sup>6</sup> The deadline for completion of Item/Task Specifications is January 27, 2012

contract. These guidelines will define the demographic groups (e.g., gender, ethnicity, region, family type, socio-economic status) that will be represented in bias/sensitivity review committees.

One deliverable from this contract is a set of materials and protocols designed to train bias and sensitivity reviewers and to support bias and sensitivity reviews. The deliverables include materials and processes for bias and sensitivity review training (including examples of items, across item/task types, that do and do not demonstrate bias or insensitivity issues), guidelines for the review process, as well as bias and sensitivity review record keeping materials, processes, and protocols. Specific guidelines will be provided to define how majority and minority opinions about stimulus materials, items and tasks will be recorded and/or resolved. Recommendations for revision and/or rejection will be recorded in a way that helps the team responsible for responding to reviews remedy problems consistent with the Bias and Sensitivity Guidelines.

### Accessibility Reviews

Accessibility considerations include construct-irrelevant item/task characteristics that prevent students with special learning needs (e.g., language, students with disabilities) from demonstrating their actual knowledge and skills. In order to insure that reviewers have appropriate expertise in issues of accessibility, a separate review process will occur during which linguistic and other accessibility issues are identified and tagged. Accessibility and Accommodations Guidelines are being developed under a separate contract. These guidelines will define accessibility issues and identify acceptable accommodations for students with specific disabilities as well as English language learners. Training materials will be appropriate to the grade level and content area of the items/tasks/stimulus materials to be reviewed. Specific guidelines will be provided to define how majority and minority opinions about stimulus materials, items and tasks will be recorded and/or resolved. Recommendations for revision and/or rejection will be recorded in a way that helps the team responsible for responding to reviews remedy problems consistent with the Accessibility and Accommodations Guidelines.

### **Vendor Qualifications**

To assist in evaluating Vendor capabilities, proposals are expected to demonstrate Vendors' capacity to work in a collaborative mode. Proposals are expected to demonstrate Vendors' capacity to develop materials, guidelines, and procedures that support the various development and review processes critical to the development of items, tasks, and stimuli that align with the Common Core State Standards. Vendors must also demonstrate their capacity to comply with SBAC Content Specifications and Item/Task Specifications. Vendors should provide examples of products they have developed in the past. These examples will demonstrate the Vendors' capacity to develop comparable training and record keeping materials relevant to the various purposes set forth here; to set research based criteria for those who write or review stimulus materials, items and tasks; and to prepare guidelines that set expectations for appropriate regional and demographic representation on review committees and item/task/stimulus writing teams.

SBAC seeks Vendor-partners who are ready and willing to reach beyond state-of-the-art practices and propose innovative models, materials, and strategies that advance the field of measurement and improve the validity of item and task scores. Evaluation criteria are included that reward Vendors who propose ideas and strategies that demonstrate innovation and foresight. SBAC expects Vendors to leverage their own internal assessment expertise as well as that of the entire field of assessment and measurement.

## **Records of Decision Making**

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

## **Twice Annual Contractor Meetings**

The contractor will be responsible for travel costs associated with two face-to-face meetings annually supporting project-specific and cross-consortium contractor engagements **and will be borne within the cost proposal provided within the \$2.2M budget. ~~Vendors will allocate a sum of thirty-nine thousand, three hundred ninety-two dollars (\$39,392) of the proposed budget to support this task.~~** Any funds from this allocation not spent on the associated travel will revert back to OSPI upon conclusion of the contract unless amended in writing by both parties.

## **General Timeline of SBAC activities related to this Contract**

The timeline of activities for SBAC is documented in the Master Work Plan (MWP; [http://www.k12.wa.us/SMARTER/pubdocs/SMARTER\\_SummativAssessment\\_ProcurementSchedule.pdf](http://www.k12.wa.us/SMARTER/pubdocs/SMARTER_SummativAssessment_ProcurementSchedule.pdf)). The activities pertinent to the scope of work of this RFP are listed in Section A1 (above). Materials will be developed in collaboration with the SBAC leadership (Executive Director, Chief Operating Officer, and Executive Committee), the Item Development Work Group, the Performance Task Work Group, The Test Design Work Group, and the Accessibility and Accommodations Work Group. All materials must serve their intended purpose and meet SBAC expectations. Timelines need to be coordinated between the Contractor and contractors who are developing the Item and Task Specifications and the contractor(s) who will be developing items/tasks/stimulus materials to ensure that all training materials will be appropriate for the stimulus materials, items and tasks specified. Beyond the timelines outlined in the MWP, more detailed timelines have not been determined. The above referenced contract for SBAC RFP 04 will be awarded and the contractor will begin work within the next two (2) months.

**Due March 1, 2012: Training materials (linked to content and item/task/stimulus specifications) ready for development of stimulus materials, item/task/stimulus writing for fall pilots**

**Due April 15, 2012: Training materials and procedural materials (aligned with content and item/task stimulus specifications, bias & sensitivity guidelines, and accessibility guidelines) ready for content, bias/sensitivity, and accessibility reviews of fall pilot items**

## **SBAC Guides and Documents**

Item/Task Specifications for SBAC summative and interim assessments will soon be under development<sup>7</sup>. These specifications are composed of an 'encyclopedia' of documents to ensure that stimulus materials, selected response, constructed response, technology enhanced items and performance tasks are aligned with the Content Specifications derived from the Common Core State Standards and satisfy the requirements of summative test designs and interim frameworks. The deadline for these documents is January 27, 2012. Early drafts of documents will be available to the Contractor to assist in the development of training materials. Item and Task Specifications include the following components:

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<sup>7</sup> For more information about these materials, see SBAC RFP 04 which is available at: <http://www.k12.wa.us/RFP/default.aspx>.

- Specifications for stimulus materials
- Specifications for selected response and constructed response test items
- Specifications for technology enhanced test items
- Specifications for performance tasks
- Style guides
- Bias and sensitivity guidelines
- Accessibility and accommodation guidelines

These documents will be used during item/task/stimulus writing. Some of these documents will be used during the review meetings. The successful vendor will include, in the item/task/stimulus writing training materials and processes and the content, BSC, and ARC review meetings, specific strategies that help writers and reviewers navigate and use relevant documents.

### **3. MANAGEMENT PROPOSAL**

Vendors should develop a management proposal for each component of the overall project on which the Vendor intends to bid.

#### **A. Project Management (SCORED)**

1. **Project Team Structure/Internal Controls** – Vendors should provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Vendor’s firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of the assigned 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.
2. **Staff Qualifications/Experience** – Vendors should identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide abbreviated (4 page) resumes for the named staff, which include key information on the individual’s particular skills related to this project, education, experience, and any other information that is pertinent to the proposal. The Vendor must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of SBAC.

#### **B. Experience of the Vendor (SCORED)**

1. Indicate other relevant experience that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract (See page 9 for expected and

desired qualifications). Be sure to include a discussion of experiences working with multiple Vendors with handoffs and describe how they were managed.

2. Describe prior experiences working collaboratively in the development of item/task/stimulus writing, bias/sensitivity, and accessibility training materials as well as developing procedures for representative selection of qualified stimulus/item/task writers, bias and sensitivity reviewers, and accessibility/accommodations reviewers.
3. Include a list of contracts the Vendor has had during the last five (5) years that relate to **the Vendor's ability to perform the services needed under this RFP**. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

### C. References (MANDATORY)

List names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for which **similar work** has been accomplished and **briefly describe** the type of service provided. The Vendor must grant permission to OSPI to contact the references. Do not include current OSPI staff as references. References may be contacted for the top-scoring proposal(s) only.

### D. Vendor Intake Form (MANDATORY)

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

## 4. COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Vendor of least cost, but rather to the Vendor whose proposal best meets the requirements of this RFP. However, Vendors are encouraged to submit proposals that are consistent with the budget stated in Section A.8., *Funding*, and state government efforts to conserve state resources.

**Identification of Costs** – Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract including development costs, costs for communication and collaboration with SBAC representatives, and travel costs for Vendor and SBAC representatives. The Vendor is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Cost proposals should clearly delineate the costs associated with each component of the overall project on which the Vendor submits a bid. Vendors are required to collect and pay Washington State sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

## **Remedies**

**Exhibit F** – Service Level Expectations and Remedies presents potential threats to the successful implementation of the contract awarded based on this RFP. Vendors should review these expectations to ensure that work plans account for the expectations and schedule requirements identified in Exhibit F.

## **Section D. EVALUATION AND CONTRACT AWARD**

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### **1. EVALUATION PROCEDURE**

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

OSPI, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

### **2. EVALUATION WEIGHTING AND SCORING**

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

<b>Technical Proposal – 70%</b>		<b>61 points</b>
Project Approach/Methodology	41 points (maximum)	
Work Plan	5 points (maximum)	
Project Schedule	4.5 points (maximum)	
Project Deliverables	4.5 points (maximum)	
Outcomes and Performance Measurement	4 points (maximum)	
Risks	2 points (maximum)	
<b>Management Proposal – 30%</b>		<b>26 points</b>
Project Team Structure/Internal Controls	6 points (maximum)	
Staff Qualifications/Experience	12 points (maximum)	
Experience of the Vendor	8 points (maximum)	

### **3. NOTIFICATION TO PROPOSERS**

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

### **4. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

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

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

## 5. PROTEST PROCEDURE

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

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

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

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

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

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

Upon receipt of a protest, a protest review will be held by OSPI. OSPI Contracts Administrator or an employee delegated by the Contracts Administrator who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

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

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSPI's action.
- Find only technical or harmless errors in OSPI's acquisition process and determine OSPI to be in substantial compliance and reject the protest.
- 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.

- Make other findings and determine other courses of action as appropriate.

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

## **Section E. RFP EXHIBITS**

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

**EXHIBIT A  
CERTIFICATION AND ASSURANCES**

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

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

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

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**Signature of Proposer**

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**Title**

---

**Date**

**EXHIBIT B**

**CONTRACT FOR PERSONAL SERVICES**  
**Contract No. \_\_\_\_\_**

between

**SUPERINTENDENT OF PUBLIC INSTRUCTION,  
STATE OF WASHINGTON**  
(hereinafter referred to as Superintendent)  
Old Capitol Building, P.O. Box 47200  
Olympia, WA 98504-7200

and

**[CONTRACTOR NAME]**  
(hereinafter referred to as Contractor)  
[Contractor Address]

Social Security # 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:

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

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

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

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

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

[List deliverables]

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

## II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

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

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

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

## III. DUTIES OF THE SUPERINTENDENT

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

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

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

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

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

### Schedule of Payments

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

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

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

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

*and/or*

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

**IV. RENEWAL (OPTIONAL CLAUSE)**

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

**V. CONTRACT MANAGEMENT**

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

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

**VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE**

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

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



**EXHIBIT C  
SERVICE LEVEL REQUIREMENTS & REMEDIES**

Timely delivery of services and deliverables are imperative and, as a result, the contract will include provisions for requirements and financial remedies to ensure the completion of tasks and processes deemed essential to the 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 and associated financial remedies dictate the terms regarding service performance required 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 Requirement	Metric	Remedy
Production of first draft of major products without guidance provided by relevant SBAC work group(s)	Draft materials will reflect guidance provided by relevant SBAC work group(s). Any materials that do not follow from input will be penalized.	\$2,500 per incident
Delay in delivery of draft materials for SBAC work group reviews	Draft materials will be presented to the relevant work groups and the Executive Committee on the due date unless a formal change in schedule has been approved by the designated SBAC Work Group Leadership. A delay for any deliverable will be considered an incident.	\$2,500 per incident, per day
Failure to implement requested revisions	Revisions will be agreed upon by representatives of relevant work groups and sent to Contractor. Any revision requested that is not implemented during the next review cycle will be considered a failure to implement requested revision.	\$2,000 per incident
Delay in delivery of revised materials to work groups and Executive Committee	Revised materials will be presented to the relevant work groups and the Executive Committee on the due date unless a formal change in schedule has been approved by the designated SBAC Work Group Leadership. A delay	\$5,000 per incident, per day

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

## EXHIBIT D

### Attachment A Contract for Personal Services GENERAL TERMS AND CONDITIONS

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

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

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

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

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

12. **Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

13. **Disputes.** In the event that a dispute arises under this contract, it shall be determined by a Dispute Board in the following manner: (1) The Superintendent shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the Superintendent and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto.

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

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

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

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

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

20. **Insurance.**

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

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

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

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the Superintendent incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the Superintendent for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the Superintendent by the Contractor pursuant to the indemnity may be deducted from any payments owed by the Superintendent to the Contractor for the performance of this contract.

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

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

- 21. **Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this contract.
- 22. **Limitation of Authority.** Only the Superintendent or the Superintendent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Superintendent.
- 23. **Non-Discrimination.** The Contractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the Superintendent. Accordingly, no person shall, on the ground of race, creed, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this contract. The Contractor shall notify the Superintendent immediately of any allegations, claims, disputes, or challenges made against it under the Americans with Disabilities Act. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the Superintendent.
- 24. **Overpayments.** Contractor shall refund to Superintendent the full amount of any overpayment under this contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, Superintendent may charge Contractor one percent (1%) per month on the amount due until paid in full.
- 25. **Payments.** No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Superintendent. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this contract under Duties of the Superintendent, and (2) Acceptance and certification by the Superintendent or designee of satisfactory performance by the Contractor.

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

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
29. **Registration with Department of Revenue.** The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.
30. **Right of Inspection.** The Contractor shall provide right of access to its facilities to the Superintendent or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.
31. **Severability.** The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.
32. **Site Security.** While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

33. **Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Superintendent. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.
34. **Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.
35. **Termination for Convenience.** Except as otherwise provided in this contract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this contract is so terminated, the Superintendent shall be liable only for payment required under the terms of the contract for services rendered or goods delivered prior to the effective date of termination.
36. **Termination for Default.** In the event the Superintendent determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Superintendent has the right to suspend or terminate this Contract. The Superintendent shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated. The Superintendent reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Superintendent to terminate the Contract. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Superintendent provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.
37. **Termination Due to Funding Limitations.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Superintendent may, without advance notice and without liability for damages, terminate the contract under the "Termination for Convenience" clause. The Superintendent and Contractor may, however, renegotiate this contract under any such new funding limitations and conditions.
38. **Termination Procedure.** Upon termination of this contract the Superintendent, in addition to other rights provided in this contract, may require the Contractor to deliver to the Superintendent any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Superintendent shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Superintendent and the amount agreed upon by the Contractor and the Superintendent for (a) completed work and services for which no separate

price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the Superintendent, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Superintendent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this contract. The Superintendent may withhold from any amounts due to the Contractor such sum as the Superintendent determines to be necessary to protect the Superintendent against potential loss or liability.

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

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

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

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

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

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

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

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

**EXHIBIT E**  
**Contractor intake form**

## EXHIBIT F – Evaluation Criteria

<p><b>RFP Evaluation Criteria and Rating System</b></p> <p><b>Rate each criterion for an evaluation category. Based on the criteria, just the category as: Beyond Adequate – beyond adequate evidence of criteria; Adequate – adequate evidence of criteria; Approaching Adequate – approaching adequate evidence of criteria; Inadequate – inadequate or no evidence of criteria. The number of points associated with each category is given under the rating.</b></p>
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### Technical Requirements (61)

#### A. Project Approach and Methodology (41 points)

#### **PART 1a (L1: 16<sup>8</sup>) Develop SBAC Participation Policies and Guidelines for Assessment Development and Implementation Work – Methodology (10 points)**

<i>Criteria</i>			
<ul style="list-style-type: none"> <li>• Proposal includes an appropriate plan to develop criteria for state level participation in stimulus/item/task writing and reviews</li> <li>• Proposal includes an appropriate plan to develop a model for representative involvement of SBAC states in item/task/scenario development (writing and review processes)</li> <li>• Proposal includes an appropriate plan to develop a procedure for recruitment of review committee members and scenario/item/task writers that results in appropriate representation across states, regions, and demographic groups</li> <li>• Proposal includes an appropriate plan to develop a procedure- for recruitment of review committee members that results in adequate expertise and experiences on all committees</li> <li>• Proposal includes an appropriate plan to develop models for composition of content review, bias and sensitivity review, and accessibility and accommodations review committees grounded in research</li> <li>• Proposal includes an appropriate plan to develop procedures for the recruitment and selection of members for content review committees, bias and sensitivity review committees, and accessibility and accommodations committees to ensure breadth and depth of representation as well as sustainability of membership</li> <li>• Proposal includes an appropriate plan to develop a participation policy consistent with related assessment development requirements (e.g., sampling plan)</li> <li>• Proposal includes an appropriate plan to develop a participation policy document, including confidentiality and security agreements policies</li> <li>• Proposal includes an appropriate plan to develop materials to capture and document state level participation that is:               <ul style="list-style-type: none"> <li>○ Consistent with related assessment development requirements (e.g., sampling plan)</li> <li>○ Consistent with requirements for technical manuals and peer review</li> </ul> </li> <li>• Proposal includes an appropriate plan to develop confidentiality, security, and conflict of interest criteria and documents</li> <li>• Proposal includes strategies for involvement of breadth of SBAC in developing and reviewing these policies.</li> </ul>			
<i>Rating</i>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
10	7.5	2.5	0

<sup>8</sup> Numbers associated with each component reflect the number of the component in the Master Work Plan ([http://www.k12.wa.us/SMARTER/pubdocs/SMARTER\\_SummativeAssessment\\_ProcurementSchedule.pdf](http://www.k12.wa.us/SMARTER/pubdocs/SMARTER_SummativeAssessment_ProcurementSchedule.pdf)).

**PART 1b (L1: 16) Criteria for Selection of Writers and Reviewers – Methodology (4 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>• Proposal demonstrates understanding of needed expertise and experiences of item and task writers.</li> <li>• Proposal demonstrates understanding of needed expertise and experiences of stimulus materials developers.</li> <li>• Proposal demonstrates understanding of needed expertise and experiences of item/task/stimulus editors.</li> <li>• Proposal demonstrates understanding of needed expertise and experiences of content review committee members.</li> <li>• Proposal demonstrates understanding of needed expertise and experiences of members of accessibility and accommodations review committees.</li> <li>• Proposal demonstrates understanding of needed expertise and experiences of members of bias and sensitivity review committees.</li> <li>• Proposal demonstrates understanding of the need for grade level differentiation in writer and reviewer expertise and experiences.</li> <li>• Proposal demonstrates understanding of the need for subject area differentiation in writer and reviewer expertise and experiences.</li> <li>• Proposal demonstrates understanding of the need for evaluation of writer and reviewer participants, retraining, or release if necessary</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
4	3	1	0

**PART 2 (L1: 10) Develop Item/Task Writing Training Materials – Methodology (12 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>• Proposal demonstrates understanding of the training materials needed to train developers of stimulus materials – including both print and non-print stimuli.</li> <li>• Proposal demonstrates understanding of the training materials needed for item/task writer training.</li> <li>• Proposal demonstrates understanding of critical role of Item/Task Specifications, Bias and Sensitivity Guidelines, Accessibility and Accommodations Guidelines, Stimulus Specifications, and Style Guides in the development of training materials.</li> <li>• Proposal presents plan for both face-to-face and on-line stimulus/item/task writer training.</li> <li>• Proposal demonstrates understanding of appropriate processes for stimulus/item/task writer training.</li> <li>• Proposal demonstrates understanding of the unique training needs for individuals who are writing selected-response and constructed-response items.</li> <li>• Proposal demonstrates understanding of the unique training needs for individuals who are writing technology-enhanced items.</li> <li>• Proposal demonstrates understanding of the unique training needs for individuals who are writing performance tasks.</li> <li>• Proposal demonstrates understanding of the need for grade level differentiation in training materials.</li> <li>• Proposal demonstrates understanding of the need for subject area differentiation in training materials.</li> <li>• Proposal demonstrates understanding of the need for a training system that can be improved over time.</li> <li>• Proposal presents a plan for developing an on-line delivery system for item/task/stimulus writer training.</li> <li>• Proposal presents a plan for developing writer qualification and quality control procedures.</li> <li>• Proposal presents a plan for developing guidelines for capturing and communicating information that will inform ongoing improvement of item/task/scenario specifications.</li> <li>• Proposal demonstrates understanding of the need for adjustments in materials per SBAC feedback.</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
12	9	3	0

**PART 3 (L1: 17) Develop Content, Accessibility, and Bias/Sensitivity Item and Task Review Materials**

**PART 3a: Materials, Processes, and Protocols for Bias/Sensitivity Reviews of Stimuli, Items and Tasks – Methodology (5 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>• Proposal presents a plan for recruiting and selecting review committee members consistent with SBAC activities participation policies</li> <li>• Proposal presents a plan for designing appropriate processes to train committee members and facilitators for bias and sensitivity reviews.</li> <li>• Proposal demonstrates understanding of the materials needed for bias and sensitivity training (e.g., PowerPoint, data available, content standards, item writing guidelines) (training delivery occurs as part of the meeting scope)</li> <li>• Proposal demonstrates understanding of the materials and processes needed for bias and sensitivity reviews.</li> <li>• Proposal demonstrates understanding of critical role Bias and Sensitivity Guidelines in the development of bias and sensitivity review training materials and review processes.</li> <li>• Proposal presents a plan for developing policies for decision-making regarding feedback received during reviews.</li> <li>• Proposal presents a plan for developing criteria and procedures for record-keeping (materials, mechanisms, level of detail, reporting method)</li> <li>• Proposal presents a plan for developing a policy for addressing feedback from reviews.</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
5	4	2	0

**PART 3 (L1: 17) Develop Content, Accessibility, and Bias/Sensitivity Item and Task Review Materials (Continued)**

**PART 3b: Materials and Processes for Accessibility Reviews of Stimuli, Items and Tasks – Methodology (5 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>• Proposal presents a plan for recruiting and selecting review committee members consistent with SBAC activities participation policies</li> <li>• Proposal presents a plan for designing appropriate processes to train committee members and facilitators for accessibility and accommodation reviews.</li> <li>• Proposal demonstrates understanding of the materials needed for accessibility and accommodations training.</li> <li>• Proposal demonstrates understanding of the materials and processes needed for accessibility and accommodations reviews.</li> <li>• Proposal demonstrates understanding of critical role Accessibility and Accommodations Guidelines in the development of accessibility and accommodations review training materials and review processes.</li> <li>• Proposal presents a plan for developing policies for decision-making regarding feedback received during reviews.</li> <li>• Proposal presents a plan for developing criteria and procedures for record-keeping (materials, mechanisms, level of detail, reporting method)</li> <li>• Proposal presents a plan for developing a policy for addressing feedback from reviews.</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
5	4	2	0

**PART 3 (L1: 17) Develop Content, Accessibility, and Bias/Sensitivity Item and Task Review Materials (Continued)**

**PART 3c: Materials and Processes for Content Reviews of Stimuli, Items and Tasks – Methodology (5 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>• Proposal presents a plan for recruiting and selecting review committee members consistent with SBAC activities participation policies</li> <li>• Proposal presents a plan for designing appropriate processes to train committee members and facilitators for content reviews.</li> <li>• Proposal demonstrates understanding of the materials needed for content review training.</li> <li>• Proposal demonstrates understanding of the materials and processes needed for content reviews.</li> <li>• Proposal demonstrates understanding of critical role Content Specifications, Item/Test Specifications, and Stimulus Specifications in the development of content review training materials and review processes.</li> <li>• Proposal presents a plan for developing policies for decision-making regarding feedback received during reviews.</li> <li>• Proposal presents a plan for developing criteria and procedures for record-keeping (materials, mechanisms, level of detail, reporting method)</li> <li>• Proposal presents a plan for developing a policy for addressing feedback from reviews.</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
5	4	2	0

**Total B through F (20 points)**

**B. Work Plan (5 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>• The proposed work plan is complete and addresses the scope of the project</li> <li>• Level of detail proposed in the project work plan is appropriate for the project needs</li> <li>• The implementation of the plan is likely to succeed</li> <li>• The proposal includes an innovative approach that is reasonable and worthy of consideration.</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
5	4	2	0

**C. Project Schedule (4.5 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>The schedule includes activities of a reasonable scope and key milestone dates</li> <li>Deliverables are accurately identified and scheduled to be provided in time to meet SBAC needs</li> <li>Major dependencies within the schedule have been identified</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
4.5	3.5	1.5	0

**D. Deliverables (4.5 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>Deliverables are identified and clearly described</li> <li>Deliverables will meet the SBAC's needs</li> <li>Strategies for monitoring and measuring outcomes are spelled out and appropriate</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
4.5	3.5	1.5	0

**E. Outcomes and Performance Measurement (4 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>Overall work plan is well designed to achieve the stated outcomes</li> <li>Description to monitor/measure outcomes is thorough</li> <li>There is a clear description of how progress toward and delivery of outcomes will be provided to SBAC leadership</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
4	3	1	0

**F. Risks (2 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>Potential risks are identified</li> <li>Strategies to be used to monitor and mitigate risks are described and appropriate</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
2	1.5	.5	0

**Management Proposal (24 points)**

**A. Project Team Structure / Internal Controls (6 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>• Project management for entire project is adequately staffed in terms of time on project</li> <li>• Project management for entire project is highly qualified regarding experience with other projects of similar scope and with similar audiences</li> <li>• Management structure and internal controls described are clear and easy to communicate</li> <li>• Lines of authority are clear, and access to decision makers appears straightforward</li> <li>• The procedures described for escalating concerns is clear and likely to produce effective response</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
6	4.5	1.5	0

**B. Staff Qualifications/Experience (12 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>• Project team proposed each component of the work has the experience to successfully implement the proposal</li> <li>• Project team proposed for each component of the work is adequately resourced to successfully implement the proposal</li> <li>• Management proposed for each component of the work has the experience and resources to lead to success</li> <li>• Relevant project team members have expertise in developing models, strategies, and policies to ensure appropriate member state representation in item/task writing and reviews.</li> <li>• Relevant project team members have expertise in developing models and strategies to ensure appropriate demographic representation in item/task writing and reviews.</li> <li>• Relevant project team members have expertise in developing criteria for the selection of bias and sensitivity reviewers, accessibility and accommodations reviewers, and content reviewers.</li> <li>• Relevant project team members have expertise in preparing materials and processes for item writer training.</li> <li>• Relevant project team members have expertise in preparing materials and processes for bias and sensitivity reviews.</li> <li>• Relevant project team members have expertise in preparing materials and processes for accessibility and accommodations reviews.</li> <li>• Relevant project team members have expertise in preparing materials and processes for content reviews.</li> <li>• Relevant project team members have content and assessment expertise in English language arts</li> <li>• Relevant project team members have content and assessment expertise in mathematics</li> <li>• Relevant project team members have project management expertise</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
12	9	3	0

**C. Experience of the Vendor (8 points)**

<b>Criteria</b>			
<ul style="list-style-type: none"> <li>• Experience of Vendor with similar projects provides solid evidence of ability to meet SBAC needs</li> <li>• Provided samples of work clearly illustrate that the proposed list of deliverables will meet requirements</li> <li>• Knowledge/Experience of specific assessment issues (e.g., selected response items, rubrics, automated scoring, performance assessment, technology enhanced items)</li> <li>• Knowledge/Experience of SBAC context issues (e.g., computer based test administrations, CAT, integrated technology, evidence centered design)</li> </ul>			
<b>Rating</b>			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
8	6	2	0

**EXHIBIT G**  
**Race to the Top Assessment Program**

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

## **SBAC RFP 08**

### **Appendices**

Appendix A – English Language Arts Content Specifications

<http://www.k12.wa.us/smarter/Resources.aspx>

Appendix B – Mathematics Content Specifications

<http://www.k12.wa.us/smarter/Resources.aspx>

Appendix C – SBAC RFP 04

SMARTER Balanced Assessment Consortium Request for Proposals to Develop Item and Task Specifications, Style Guide, Bias and Sensitivity Guidelines, and Accessibility and Accommodations Guidelines

<http://www.k12.wa.us/RFP/default.aspx>

Appendix D – SBAC RFP 06 – Accessibility and Accommodations Policies and Materials

<http://www.k12.wa.us/RFP/default.aspx>