

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

REQUEST FOR PROPOSALS (RFP)

AMENDMENT 1

SBAC RFP NO. 14 01-6-12

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 Pilot Item/Task/Stimulus Research, Development, and Reviews

SMARTER Balanced Assessment Consortium (SBAC) Request for Proposals to test new and innovative item/task types, automated scoring processes, and item procurement options; to use and evaluate SBAC content specifications, item/task and stimulus specifications, bias and sensitivity guidelines, accessibility and accommodations guidelines, item/task writing and stimulus development/writing training materials, and training materials and processes for content, bias/sensitivity, and accessibility reviews; to write/develop stimulus materials and items/tasks in sufficient quantities for the 2012-2013 SBAC pilot tests.

PROPOSAL DUE DATE: 4:30 PM, Pacific Standard Time (PST) January 18, 2012

ESTIMATED CONTRACT PERIOD: March 27, 2012 to November 30, 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 98504-7200

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

Proposal Delivered by Email:
Michael Middleton (Michael.Middleton@k12.wa.us)

FAXED BIDS WILL NOT BE ACCEPTED.

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

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Section A. INTRODUCTION

1. DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

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" or SBAC) 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 project is to conduct research on new and innovative items/tasks and scoring processes through cognitive labs and small-scale trials, to implement and evaluate training materials and processes for item/task/stimulus materials development, to implement and evaluate item procurement designs, to implement and evaluate content, bias/sensitivity, and accessibility review training materials, to implement and evaluate content, bias/sensitivity, and accessibility review procedures, and to generate sufficient numbers of stimulus materials, selected response, constructed response, and technology-enhanced items, and performance tasks for 2012-2013 pilot tests.

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 is responsible for ensuring that the results of research, pilot items/tasks and stimulus materials, and automated scoring algorithms managed under the Contract will 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. Vendors will be excluded if they propose to use materials and/or products that are proprietary or copyrighted. All research items/tasks and stimulus materials, research results, procedures, and products arising from the Contract will be the property of SBAC and its member states.

Evidence-Centered Design

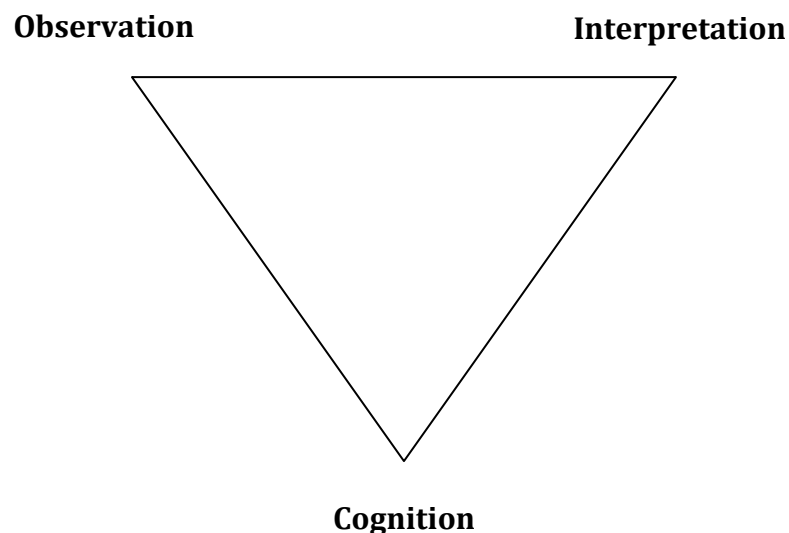
The SBAC assessment system is grounded in the idea of evidence-centered design. As Mislavy, Steinberg, and Almond (2003) state,

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 automated (Artificial Intelligence or AI) models as appropriate, with human scoring to train the automated 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. NOTE: As SBAC has worked with the concept of TE items, the definition of these items has been evolving. It is anticipated that in addition to stand alone TE items, most TE items will be variants of SR or CR items.

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(s) 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, and all other pertinent work groups). 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. Deliver sufficient items/tasks, aligned with item/task specifications and content specifications, for 2012-2013 pilot testing for purposes such as scaling and linking studies, multidimensionality studies, and validation of automated scoring (see Tables 1 and 2).
2. Conduct cognitive labs to try out new types of stimulus materials, new item types, and performance tasks.
3. Conduct small-scale trials to try out new stimulus materials, new item types, and automated scoring algorithms.
4. Design controlled studies of three item procurement options (state managed, state submitted, and SBAC managed¹) to determine the relative merits of each option.
5. Develop and test automated scoring models/algorithms for appropriate items/tasks.
6. Produce reports in SBAC determined formats regarding:
 - a. Improvement and refinement of each procurement option.
 - b. Results of cognitive labs.
 - c. Results of small-scale trials including automated scoring trials.
 - d. As necessary for high quality item development, recommendations for changes/enhancements or appendices to SBAC content specifications, item/task

¹ These are three options for obtaining items. State managed option means that the items are developed in some SBAC member states. State submitted means that the items are submitted by states. SBAC managed means that SBAC works with a contractor to develop items. These options are described in further detail later in this document.

specifications, stimulus specifications, bias and sensitivity guidelines, and accessibility guidelines.

- e. As necessary, to maintain consistency and quality of item/task production proposed, recommendations for changes/enhancements or appendices to
 - i. Training materials for item/task/stimulus writing/development including recommendations for improvement of item/task/stimulus writer/developer training materials.
 - ii. Training materials for content reviews, bias and sensitivity reviews, and accessibility reviews including recommendations for improvement to training materials.
 - iii. Procedures and materials for content reviews, bias and sensitivity reviews, and accessibility reviews including recommendations for improvement to reviews.
7. Develop item/task/stimulus per SBAC participation policies. Hire and train teachers/educators from SBAC states as item/task/stimulus writers/developers using SBAC-developed item/task/stimulus writer/developer training materials (see Appendix F). Utilize vendor item/task/stimulus developers as necessary. Selection of writers/developers will be based on SBAC participation policies and SBAC writer/developer qualifications (see Appendix F).
8. Hire and train teachers/educators to serve as content reviewers using SBAC-developed content review training materials (see Appendix F). Selection of content reviewers will be based on SBAC participation policies and SBAC writer/developer qualifications (see Appendix F).
9. Hire and train qualified individuals to serve as bias/sensitivity reviewers using SBAC-developed bias/sensitivity review training materials (See Appendix F). Selection of bias/sensitivity reviewers will be based on SBAC participation policies and SBAC bias/sensitivity reviewer qualifications (see Appendix F).
10. Hire and train educators and other qualified individuals to serve as accessibility reviewers using SBAC-developed accessibility review training materials (See Appendix F). Selection of accessibility reviewers will be based on SBAC participation policies and SBAC accessibility reviewer qualifications (see Appendix F).
11. Obtain and track necessary copyright permissions for all relevant materials.
12. Facilitate and manage content reviews, bias/sensitivity reviews, and accessibility reviews of all 2012-2013 pilot stimulus materials and items/tasks, using SBAC protocols and record keeping mechanisms.
13. Revise items based on the results of reviews using SBAC protocols.
14. Coordinate with the SBAC psychometrics contractor to implement decision-making protocols to select items/tasks and stimulus materials for 2012-2013 pilots item/task pool.

15. 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).
16. Develop, implement and manage a detailed project and communication plan that will:
 - a. incorporate specific deliverables, milestones and incremental tasks for which the contractor will be responsible.
 - b. specify consortium members' responsibilities for applicable tasks.
 - c. identify specific review opportunities and associated schedule.
 - d. specify processes for version control and record maintenance.
 - e. identify other communication events.
17. Provide final report of work completed with documentation of records of communication and decision making for all aspects of work done.
18. 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 processes and products (including items/tasks and stimulus materials) are the property of SBAC. 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 stimulus materials, items/tasks, 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 familiar with Common Core State Standards (English Language Arts & Literacy and Mathematics), bias/sensitivity issues, accessibility/accommodations issues, and assessment development procedures. Vendors should have the ability to implement training materials and processes to prepare items/task/stimulus writers and developers and members of content, accessibility, and bias/sensitivity review committees. Bidders must also demonstrate a willingness to work in a collaborative manner with SBAC leadership and 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 United States of America.
- Demonstrated project management experience with specific focus on work planning, status reporting, issue management, and deliverable review and approval procedures.
- Knowledgeable of formatting considerations for computer-based test administration.
- Experience with current research and practices for automated scoring.
- Experienced in oversight of item/task/stimuli writing and development.
- Experienced with content reviews for items/tasks and stimuli.
- Experienced with bias/sensitivity reviews for items/tasks and stimuli.
- Experience with accessibility reviews for items/tasks and stimuli.
- Knowledgeable of the characteristics of evidence-centered assessment design and development.
- Experience with multi-vendor and multi-group information and materials hand offs.
- Experience with applying Universal Design principles in assessment development.
- Knowledge in current principles of assessment validity and reliability.
- Knowledge and expertise in current principles of research design.
- Knowledge of the Common Core State Standards.

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 March 27, 2012 and end on or about November 30, 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 up to September 30, 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 nineteen million dollars (\$19,000,000). 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.

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

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:

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

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	December 13, 2011
2.	Letter of Intent Due	December 22, 2011
3.	Question and Answer Period begins	December 13-28, 2011
4.	Last Date for Questions Regarding RFP	December 28, 2011
5.	Final Question and Answer Addendum or Amendment Posting (must be posted on OSPI's website and WEBS)	January 6, 2012
6.	Proposals Due	January 18, 2012
7.	Evaluation of Written Proposals	January 20 – February 7, 2012
8.	Oral Interviews with Finalists (if determined necessary by OSPI)	February 15-17, 2012
9.	Announce "Apparently Successful Contractor" and Send Notification to Unsuccessful Proposers	February 23, 2012
10.	Debriefing Conferences (if requested)	February 27-29, 2012
11.	Contract Negotiation	February 24-March 9, 2012
12.	Contract Start Date	March 27, 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 Savings Time), Thursday, December 22, 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 Wednesday, January 18, 2012**. 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

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
5. Appendices

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, not including appendices, 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 Oversight, Item/Task/Stimulus Development and Reviews

- Oversight
- Item/Task/Stimulus writing and revisions
- Bias/Sensitivity, Accessibility, Content reviews
- Implement, evaluate, and respond with recommendations for all of the materials and processes (item/task/stimulus specifications, item writer training materials, content review, bias/sensitivity review, and accessibility review training materials and processes)

Part 2 Automated Scoring and Scoring Models

- Develop and research automated scoring/scoring models

Part 3 Item/Task/Stimulus Research and Development

- Conduct small-scale trials and cognitive labs of different item/task types
- Generate a report of how different items/tasks/stimulus materials work with recommendations for specifications, training materials

Part 4 Study of Item Procurement Options

- Design controlled study of three item procurement options (SBAC managed, state managed, and state submitted)
- Conduct study and report the relative merits of each procurement option

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 four major parts of the project are defined below. ***Vendors may submit a proposal that includes subcontract arrangements as necessary to complete the work.***

PART 1: OVERSIGHT, ITEM/TASK/STIMULUS DEVELOPMENT AND REVIEWS

PART 1 TASKS
Oversight
<u>Expected Outcome:</u> Coordination of all schedules and activities under the resulting contract(s) as well as ensuring communication related to the tasks within each part of the work and with other Contractors and SBAC leadership to accomplish all of the work.
<p style="text-align: center;"><u>Tasks</u></p> <ul style="list-style-type: none">• Oversight for all parts of the work and collaboration to include:<ul style="list-style-type: none">○ Maintenance of timelines and benchmark deliverables○ Collection and report of decision making records○ Consolidation of all work:<ul style="list-style-type: none">▪ Item/Task/Stimulus development and reviews▪ Automated scoring and scoring models▪ Reports on research and development on innovative and new items/tasks and scoring rules▪ Analyses, reports, and recommendations• Management of all communication and record keeping related to the contracted work• Fiscal and organizational responsibility for all meetings (face-to-face and virtual)
Recommend enhancements and improvements to SBAC guidelines and processes
<p style="text-align: center;"><u>Tasks</u></p> <p>Provide written reports regarding the following:</p> <p>As necessary, to maintain consistency and quality of item/task production proposed, recommendations for changes/enhancements or appendices to</p> <ul style="list-style-type: none">• Training materials for item/task/stimulus writing/development including recommendations for improvement of item/task/stimulus writer/developer training materials.• Training materials for content reviews, bias and sensitivity reviews, and accessibility reviews including recommendations for improvement to training materials.• Procedures and materials for content reviews, bias and sensitivity reviews, and accessibility reviews including recommendations for improvement to reviews.

L1 – 12² Write and Develop Pilot Test Stimulus Materials; Write Pilot Test Items and Tasks including Innovative Item/Task Types

Expected Outcome: Development of stimulus materials and items/tasks that represent a range of item/task/stimulus types aligned with SBAC content and item/task/stimulus specifications as well as items/tasks/stimuli that allow for measurement of content and aspects of learning that have historically been difficult to measure in large-scale assessment (e.g., synthesis, engagement with technology, and application of content) and/or items/tasks/stimulus materials that lead to increased measurement precision. Items and tasks will maximize measurement validity and reliability while minimizing testing system impact and burden on students. Technology enhancement of items/tasks/stimuli will span the gamut of item/task/stimulus types.

Tasks

- Determine the number and types of items/tasks and stimuli needed for the pilot test pool by type, content, and cognitive complexity for each grade and content area.
- Across grade levels and content areas, develop the expected numbers and types of stimuli and the numbers and types of items/tasks for the entire pilot pool ensuring a distribution that will allow SBAC to test the range of item/task/stimulus types at different difficulty, cognitive complexity, and DOK levels.
- Recruit and establish contracts with qualified developers/writers that have been identified through the work from RFP 08 as specified in training and review protocols.
- Conduct face-to-face or online training of stimulus developers/writers and item/task writers.
- Make sure that all items include scoring rules (e.g., rubrics, automated scoring mechanisms, checklists, rating scales, answer keys) as well as possible student responses for each CR item.
- Secure and track necessary permissions for previously published stimulus materials.
- Secure SBAC copyright protection of items/tasks/SBAC-developed stimuli from all procurement options.
- Include automated scoring considerations in the item/task/stimulus writing process.
- Develop a combined total of approximately 10,000 selected response, technology enhanced and constructed response items. Emphasis of development should be placed into technology enhanced and constructed response. In addition, develop approximately 420 performance tasks using SBAC training materials and specifications.

² This table is adapted from the Master Work Plan available at http://www.k12.wa.us/SMARTER/pubdocs/SMARTER_SummativeAssessment_ProcurementSchedule.pdf.

L1 – 18 Conduct Content, Accessibility, and Bias/Sensitivity Reviews of Stimulus Materials

Expected Outcome: Implement the content, accessibility and bias/sensitivity reviews of stimulus materials using the materials and procedures established in the work from RFP08; develop a pool of stimulus materials for the pilots; make recommendations about improvements to training materials and procedures

Tasks

- Invite and establish contracts with representative groups of reviewers that have been identified through the work from RFP 08 as specified in training and review protocols.
- Conduct face-to-face or online meetings of representative groups of reviewers as specified in training and review protocols.
- Ensure that reviewer feedback is documented and stored for the future, using required methods.
- Work with SBAC to reconcile feedback from reviews as specified in review protocols.
- Implement relevant revisions to stimulus materials so they are ready for item/task writing
- Maintain all meta data and review histories for stimulus materials.
- Prepare written report of recommendations about improvements to content, accessibility, and bias/sensitivity training materials and processes for stimulus materials.

L1 – 19 Conduct Content, Accessibility and Bias/Sensitivity Pilot Item and Task Review Meetings

Expected Outcome: Implement the content, accessibility and bias/sensitivity reviews of items/tasks using the materials and procedures established in the work from RFP08 to select items/tasks for the pilots; make recommendations about improvements to training materials and procedures

Tasks

- Invite and establish contracts with representative groups of reviewers that have been identified through the work from RFP 08 as specified in training and review protocols.
- Conduct face-to-face or online meetings of representative groups of reviewers as specified in training and review protocols.
- Ensure that reviewer feedback is documented and stored for the future, using required methods.
- Work with SBAC to reconcile feedback from reviews as specified in review protocols.
- Maintain all meta data and review histories for items/tasks.
- Prepare written report of recommendations about improvements to content, accessibility, and bias/sensitivity training materials and processes for item/task materials.

L1 – 20 Revise Pilot Stimulus Materials, Items, and Tasks Based on Content, Accessibility, and Bias/Sensitivity Committee Feedback to Prepare them for 2012-2013 Pilot Tests

Expected Outcome: Revise items/tasks/stimuli as specified in review protocols based on feedback from L1 18 and 19 reviews. Deliver final items/tasks/stimuli, scoring rules, meta data and review histories to SBAC Item/Task Authoring and Pooling System.

Tasks

- Determine required changes based on review feedback as specified in review protocols developed through RFP 08 (including both responses to feedback and representation of SBAC membership).
- Implement specified edits/revisions to items/tasks/stimuli.
- Conduct multiple rounds of editing/revision, as needed.
- Ensure that edits/revisions attend to all aspects of items/tasks/stimuli (e.g., art, scoring rubrics).
- Implement final review/approval processes defined by SBAC.
- Ensure that item/tasks/stimuli are prepared for online as well as print platforms.
- Deliver final items/tasks, scoring rules, stimulus materials, including all meta data, review histories, and other relevant aspects (in format required) to SBAC Item/Task Authoring and Pooling System developed under RFP 07.
- Meet all required inter-operability standards.

PART 2: AUTOMATED SCORING AND SCORING MODELS

PART 2 TASKS
L1 – 15 Develop Comprehensive Scoring Approach
<i>Expected Outcome:</i> Scoring methodology, using automated scoring as a central component (artificial intelligence – AI) (e.g., regression, rules-based, or hybrid) based on information from the content specifications, item/task specifications, item/task prototypes, and response data from the small-scale item/task trials.
<p style="text-align: center;"><u>Tasks</u></p> <ul style="list-style-type: none">• Prepare a report documenting analysis and empirically based approach recommendations (what automated scoring works, what does not work, when automated scoring should/should not be used, how to approach scoring of non-automated items, strategies to be tested with 2012-2013 pilot).• Develop scoring models/algorithms (e.g., regression, rules-based, or hybrid) that generate construct valid item/task scores that will serve the intended purposes of the assessment system.• Develop a vision for a comprehensive approach to score constructed response and technology-enhanced items using automated or hybrid scoring. Address performance tasks using automated, human, and hybrid scoring (see page 36).• Develop and implement recommendations for validation of item/task scores.• Develop and test multiple open source automated scoring mechanisms/programs (including innovative scoring options).• Obtain consultation, review, and approval of recommendations by SBAC Technical Advisory Committee.• Develop materials and processes for selecting range-finding examples and conducting range-finding.• Conduct range-finding activity to calibrate automated scoring engine.• Use small-scale trials to develop a model for use of range-finding to calibrate automated scoring engine for pilots and field tests.• Conduct studies validating the comparability of automated and human scoring for different types of constructed response and technology-enhanced items and performance tasks.• Meet all required inter-operability standards.

PART 3: ITEM/TASK/STIMULUS RESEARCH AND DEVELOPMENT

PART 3 TASKS

L1 – 13 & 14 Plan and Conduct Cognitive Labs of New Stimulus Types, Item Types and Performance Tasks; Conduct Small-Scale Trials of Item and Task Types

Expected Outcome: Conduct research to try out new/innovative stimulus materials and item/task types across content areas, and grade levels to inform future item/task/stimulus development.

Tasks

- Develop and review multiple prototypes for new/innovative stimulus type and item/task type by content area and grade level.
- Conduct standardized cognitive labs for item/task types approximately 10 students per item/task including interviews of students after completing tasks.
- Develop cognitive lab and small-scale trial administration materials (e.g., paper and online policies and procedures).
- Conduct small-scale trials of item/task types to inform potential revision of item/task/stimulus specifications, established materials and procedures. The vendor should not assume the availability of school-level resources for this activity, however if any school-level support is needed to conduct these small-scale trials, the vendor will work with SBAC leadership and member states to minimize disruptions to school environments.
- Develop sampling plan, in collaboration with the Psychometric Services contractor, for small scale trials including about 150-200 students per item/task.
- Score items/tasks from small scale trials to test scoring rules and automated scoring.
- Involve schools that have been recruited for participation.
- Obtain teacher input in a variety of modes on a range of items/tasks, stimuli, and administration materials by content area and grade level.
- Use cognitive labs and small-scale trials as an iterative development process, such that recommended revisions are implemented/evaluated/validated as improvements are identified.
- Use trials and cognitive labs as an opportunity to explore access issues.
- Produce reports containing clear recommendations for any aspect of item/task/stimulus materials and development processes based on the results from all research sources including:
 - Cognitive labs with students
 - Small scale trials with students
 - Teacher input on items/tasks, stimuli, and administration materials
- Conduct cognitive labs for a minimum of 480 (combined total) selected response, technology enhanced and constructed response items, and 40 performance tasks across grade level bands and content areas. Emphasis should be placed into technology enhanced and constructed response items and performance tasks. These items will be specifically produced for cognitive lab purposes, and are not considered part of the total specified in Part 1.
- Conduct a minimum of two small-scale trials for a minimum of 3200 (combined total) selected response, technology enhanced and constructed response items, and 64 performance tasks across grade level bands and content areas. Emphasis should be placed into technology enhanced and constructed response. These items will be specifically produced for ~~cognitive lab~~ **small-scale trials** purposes, and are not considered part of the total specified in Part 1.

PART 4: STUDY OF ITEM PROCUREMENT OPTIONS

L1 – 11³ Review and evaluate the processes for three proposed procurement options (state submitted, state managed, SBAC managed) for generating constructed response and selected response items (with associated stimuli) that align with SBAC item/task and stimulus specifications

Expected Outcome: Determine the effectiveness of all item procurement options. In a small, controlled way, try out state managed, state submitted, and SBAC managed item/task development protocols.

Tasks

- Develop a strategy for implementing a small-scale trial of the three procurement options for selected response and constructed response items.
- Implement the strategy.
- Provide an independent evaluation of the success of the three procurement options.
- Generate a report of the relative success of each option. This report should include:
 - Assessment of the alignment of stimulus materials and items with specifications.
 - Minimization of bias in favor of any state or region.
 - Evaluation of the process including costs, feasibility, timelines, and logistics.
 - Assessment of the relative quality of items in relation to SBAC expectations for valid items.
 - Determination of whether there is a substantive difference between items developed under each option.

To successfully complete the work defined in this RFP, the Contractor must apply SBAC state participation policies and guidelines, item/task/stimulus developer qualifications criteria, and content review, accessibility review, and bias and sensitivity reviewer qualifications (See Appendix F). Contractor will also have to use SBAC Item/Task Specifications, Stimulus Specifications, Accessibility and Accommodations Guidelines, Bias/Sensitivity Guidelines, and Style Guides (See Appendix C) and SBAC item/task/stimulus training materials; and content review, accessibility review, and bias/sensitivity review training materials and review protocols (See Appendix C).

Item/Task Specifications, Stimulus Specifications, Accessibility and Accommodations Guidelines, and Bias/Sensitivity Guidelines will be developed once the contract for RFP 04 is awarded (See Appendix C). Final deliverable date for these materials is February 29, 2012. Participation policies; item/task/stimulus writer/developer training materials; content review, bias/sensitivity review, and accessibility review training materials; content review, bias/sensitivity review, and accessibility review protocols and materials will be developed once the contract for RFP 08 is awarded (See Appendix F). Final deliverable date for these materials is April 15, 2012.

Other essential documents necessary to understanding the item/task writing expectations are the SBAC content specifications and the accessibility and accommodations policies and materials. English/Language Arts (ELA) Content Specifications are the foundation for the English/language arts item/task/stimulus specifications (See Appendix A). Mathematics Content Specifications are the foundation for the mathematics item/task/stimulus specifications (See Appendix B). Accessibility and accommodations policies and materials will be developed under SBAC RFP 06 (See Appendix D). Vendors are expected to review these documents to ensure that their proposals reflect understanding of the ideas they represent.

Vendors may also wish to become familiar with the SBAC Test and computer adaptive test (CAT) Specifications and the SBAC Item Authoring and Item Pooling System to learn more about the overall expectations for the SBAC summative assessments and the adaptive testing plans. SBAC Test and CAT Specifications will be developed by the successful bidder for SBAC RFP 09 (See Appendix G). The Item Authoring and Item Pooling System will be developed by the successful bidder for SBAC RFP 07 (See Appendix E).

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 the 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 C3A above.

Overview of Deliverables

Deliverables have been defined on pages 11–13 and 22–29. The following explicates Parts 1–4.

PART 1: OVERSIGHT, ITEM/TASK/STIMULUS DEVELOPMENT AND REVIEWS

Stimulus Writing/Development and Item/Task Writing: The primary work under this contract will be the delivery of approximately 10,000 selected response or constructed response English-language arts and mathematics items along with relevant stimulus materials, a substantial number of which will be technology-enhanced items, and the development of approximately 420 English-language arts and mathematics performance tasks along with relevant stimulus materials that are ready for piloting. This work will also include the acquisition or development of stimulus materials that elicit students’ knowledge/skills and/or that students can use to demonstrate their knowledge/skills. The Contractor will manage the acquisition of published stimulus materials (e.g., reading passages) and the writing and development of new and innovative items/tasks/stimulus materials – including all four types of items/tasks (selected response, constructed response, technology-enhanced items and performance tasks, including scoring rules for all **SR CR** items and performance tasks). All items/tasks and stimulus materials must be aligned with the SBAC content specifications and the SBAC item/task specifications and stimulus specifications.

The following tables give the approximate number of items/tasks by type and by content area across seven grade levels⁴. These tables refer to item counts for three phases of work included in this RFP, the cognitive labs and the small scale trials (See Part 3), and item/task development for the pilots. Stimulus materials are subsumed in the item counts in the tables below. Technology enhancement may be embedded in items or located in stimulus materials. Technology enhancement will be found in every item/task type: selected response, constructed response, and performance task, as shown below. Item development timelines must account for stimulus development prior to item development. The item/task count for the cognitive labs is not considered to be included in the item/task count for items delivered to SBAC for the pilot item pool.

The tables do not provide more detailed information (e.g., the number of items per stimulus, the number of stimuli that can be combined in for a set of items or a performance task) because those decisions have not been made at this time. Item/Task Specifications (See SBAC RFP 04) will provide more detail in terms of the number of items/tasks that can be associated with a single stimulus and the number of stimuli that can be combined for a set of items or a performance task.

The stimulus materials and items/tasks generated under this contract will be pilot tested during the 2012-2013 school year. The purpose of the pilots will be to conduct scaling, linking, and multidimensionality studies, to test automated scoring algorithms, and to conduct other research that will aid with the success of further item/task development for field testing.

All items/tasks, stimulus materials, and scoring rules must be aligned with the SBAC English-Language Arts and Mathematics Content Specifications. Scores from items/task must be valid signs of the constructs defined in the Content Specifications. The Contractor is expected to use the SBAC Content Specifications, Item/Task Specifications, Stimulus Specifications, Bias and Sensitivity Guidelines, Accessibility Guidelines and Style Guide in the development work.

⁴ Prior to the award of this contract, SBAC may determine that there are significant items available via the state submitted option. These items would be gathered by the vendor and integrated into the item pool. These items supplement the numbers and types of items/tasks in Tables 1 and 2.

Table 1: Estimated Number of English-Language Arts Items and Tasks by Type

	Cognitive Labs		Small-Scale Trials		2012-2013 Pilots		
	SR and CR Items	Performance Tasks	SR and CR Items	Performance Tasks	Selected Response	Constructed Response	Performance Tasks
Conventional	240*	20*	1600*	32*	1000*	1200*	105
Technology-Enhanced					1400*	1500*	105
	240*	20*	1600*	32*	2400*	2700*	210

Table 2: Estimated Number of Mathematics Items and Tasks by Type

	Cognitive Labs		Small-Scale Trials		2012-2013 Pilots		
	SR and CR Items	Performance Tasks	SR and CR Items	Performance Tasks	Selected Response	Constructed Response	Performance Tasks
Conventional	240*	20*	1600*	32*	1000*	600*	105*
Technology-Enhanced					1700*	1700*	105*
	240*	20*	1600*	32*	2700*	2300*	210*

* These are estimated number of items/tasks.

Item/Task Specifications (See SBAC RFP 04) will provide more detail in terms of the number of items/tasks that can be associated with a single stimulus and the number of stimuli that can be combined for a set of items or a performance task.

In order to develop the requisite number of new items/tasks/stimulus materials, the Contractor must select and appropriately fund the involvement of qualified individuals to serve as stimulus writers/developers and item/task writers using SBAC qualification criteria. The Contractor will use SBAC participation guidelines and policies (generated from RFP 08) to ensure that item/task/stimulus writers/developers represent states and regions throughout the CONSORTIUM. The contractor will train all item/task/stimulus writers/developers using SBAC training materials and then manage the development process so that the resulting pool of items is of sufficient quantity and of high quality for the pilot testing purposes.

The Contractor is responsible for obtaining copyright permissions for any electronic and paper-based use of copyrighted materials. Contractor is also responsible for maintaining records of the permissions and the costs associated with copyrighted materials. A deliverable from this Contract will be documentation of the copyright permissions, any limitations on those permissions, and costs.

Content, Bias/Sensitivity, and Accessibility Reviews: The Contractor will also conduct content reviews, accessibility reviews, and bias and sensitivity reviews for all stimulus materials and for all items/tasks. Stimulus materials will be reviewed for content alignment, bias and sensitivity issues, and accessibility issues before any associated items/tasks are written. Once stimulus materials have been modified (as needed) and approved, items/tasks will be written.

All items and tasks will be reviewed for content alignment and for accessibility issues and bias/sensitivity issues. The Contractor must use SBAC participation guidelines and qualification criteria in the involvement of individuals to serve on each of the review committees. Vendors should budget for appropriate funding to compensate individuals who serve on each of the review committees. Review committee membership is expected to be of sufficient depth to allow for multiple committees of a particular type to operate simultaneously (e.g., multiple content review committees may work simultaneously to evaluate the alignment of items/tasks/stimuli at different grade levels or grade level bands). The Contractor will use SBAC developed training materials (customized for the particular purpose of the review) to train reviewers. Once reviewers are trained for their tasks, the Contractor will follow SBAC developed protocols to implement review processes and to track reviewer comments. The Contractor will arrange for meetings during which representatives from SBAC member states evaluate reviewer comments and make final decisions about revisions and about which stimulus materials and items/tasks will qualify for the pilot test pool.

Final Preparation and Submission of Items/Tasks/Stimulus Materials to Item Bank: Using the input from reviewers and the decisions of the final arbitrators, the Contractor will make final revisions to items/tasks with all associated scoring rules/keys and stimulus materials and submit them to the SBAC Item/Task Authoring and Pooling System in approved formats including meta data, review histories, copyright permissions, etc. Many of the expected metadata elements are described in SBAC RFP 04.

Evaluation of Specifications, Guidelines, Training and Review Materials: During the item/task/stimulus writing/development and the review processes, the Contractor will gather input from writers/developers and reviewers about ways to enhance/improve specifications,

training materials, and review protocols. A deliverable under this contract will be a set of reports that present an evaluation of and recommendations for improvement of:

- Content specifications
- Item/task/stimulus specifications
- Bias/sensitivity guidelines
- Accessibility guidelines
- Item/task/stimulus writer/developer training materials
- Content review, accessibility review, and bias/sensitivity review training materials
- Content review, bias/sensitivity review, and accessibility review protocols and record keeping methods

Summary: Part 1 of this RFP refers to the development of a large pool of items and tasks for the purpose of pilot testing in the 2012-2013 year. Vendors are expected to propose how they will accomplish all of the tasks described for Part 1 including processes, record-keeping methods, and the roles of personnel associated with the work. Appendices for the proposal should provide documents that demonstrate the Vendors skill in:

- Managing a complex contract that requires communication with multiple Vendors and stakeholders. This appendix should be limited to no more than 5 pages.
- Use of item/task specifications to guide item writing (including example item/task specifications used in previous contracts). This appendix should be limited to no more than 10 pages.
- Developing high quality selected response (SR), constructed response (CR), and technology-enhanced (TE) items as well as complex performance tasks (including item writer training materials, agendas for item writing workshops, example SR, CR, and TE items and performance tasks and associated scoring guides, etc.). This appendix should be limited to no more than 20 pages.
- Management of educator originated items/tasks and consultant originated items/tasks. This appendix should be limited to no more than 5 pages.
- Conducting bias and sensitivity reviews, accessibility reviews, and content reviews (including agendas, protocols, record-keeping devices, etc.). Conducting such reviews in person and remotely via online systems. This appendix should be limited to no more than 20 pages.

PART 2: AUTOMATED SCORING AND SCORING MODELS

To the extent possible, most items/tasks for the summative and interim assessments for the SBAC will be scored using automated scoring. The Contractor will develop a range of automated scoring strategies, using methodologies that are state of the art and beyond. The Contractor will use the results of small-scale item/task trials to investigate the validity and reliability of different automated scoring methodologies. The Contractor will:

- Develop the materials and processes necessary for range-finding,
- Conduct range-finding sessions to assign human scores to student responses,
- Use the scored student work to generate scoring algorithms,

- Test different scoring algorithms through an independent validation process,
- Investigate the scoring consistency between human and automated scoring for different automated scoring models for the range of item/task types, and
- Investigate the construct validity of automated scoring models for the range of item/task types.

The research will determine which of the automated scoring models works best with which type of items to generate scores, which types of student responses can be validly scored using automated scoring algorithms, and which types of responses require human scoring or some hybrid of both. The final report should document the research methodology used, the rationale behind the scoring algorithms, the range-finding procedures used, and how consistency between human and automated scoring and construct validity were investigated. The report will include a set of evidence-based recommendations about the relative success of different scoring algorithms in replicating valid human scoring for different types of student responses (as specified in item specifications and through the range finding process). The proposed automated scoring models will be vetted through the SBAC technical advisory committee (TAC) prior to implementation and results will be formally presented to the TAC. Based on the results of the research, the Contractor will propose a comprehensive scoring approach for constructed response items and performance tasks including automated, human, and hybrid scoring methods as appropriate for different item/task response types.

The Contractor will develop the vision of a comprehensive scoring system based upon input from SMARTER Balanced. The Contractor should also add content using its own industry experience and research. The Contractor should use a vision template (most common is the Rational Unified Process Vision template) that will collect, analyze, and define high-level needs and features of the comprehensive scoring system. The document needs to focus on the capabilities needed by the stakeholders, and the target users, and why these needs exist. The vision document will delineate in detail what is in scope and what is out of scope for the system.

The Vision document will then be the basis for developing the recommended technology approach and associated systems alternatives. Our Systems Architect Contractor is currently drafting the buy versus build format that should be eventually leveraged by this contractor to format the recommendations. The format will be ready when the contractor is on-board. The Vendor should propose all options that are available to SMARTER Balanced, including enhancements to off the shelf vendor solutions, enhancements to state solutions that are available to SMARTER Balanced, or a custom built solution. Vendor should understand the open license goal for SMARTER Balanced in the RFP.

SMARTER Balanced is committed to open-license and open-source technology standards and applications that support interoperability, innovation, and minimal cost of ownership. Maintaining open competition through nonproprietary approaches is a critical SMARTER Balanced strategy. Yet SMARTER Balanced recognizes the current limitations in available open-source software and, in certain situations, and may accept the use of

proprietary components as long as there is a future roadmap towards open-licensing technology.

As a final deliverable, and based on SBAC choices, the Contractor will develop an automated scoring system to be used in the 2012-2013 pilot testing.

Appendices for the proposal (not to exceed 20 pages) will demonstrate the Vendor's capability and past experiences working with automated scoring (including a summary of any pertinent research, models used in scoring, etc.)

PART 3: ITEM/TASK/STIMULUS RESEARCH AND DEVELOPMENT

It is expected that many of the item/task types and stimulus materials planned for the SBAC assessments will present innovations in assessment. However these innovations must be tested prior to large scale item/task development. Part 3 of this contract will involve two, iterative research projects: cognitive labs and small-scale trials. These two research endeavors will occur before any large scale item writing so that the item writing efforts generate usable items for the 2012-2013 pilot tests.

Cognitive Labs: The central purpose of cognitive labs is to determine whether student responses and performances are valid demonstrations of targeted knowledge, skills, and cognitive processes. During cognitive labs, approximately 10 students will interact with stimuli, use technology tools, and respond to items/tasks. Students will report their experiences in two ways. Students will "think aloud" while interacting with stimuli and while answering questions, responding to prompts, or completing tasks. Student thinking will be recorded so that researchers can examine them for patterns and themes that generalize to similar item/task/stimulus types. Examiners will also interview students upon completion of items/tasks to ask about their reactions to and thoughts about the stimuli and items/tasks. The purposes of these cognitive labs are to determine: 1) whether students interact with and use stimuli as expected; 2) whether features of stimuli support or create barriers for students; 3) whether stimulus materials function as expected alone or in combination in an online-testing context; 4) whether students actually use *intended* cognitive processes, skills, and knowledge when responding to questions, prompts, and performance directions; 5) how students interact with and use the technology in technology-enhanced items/tasks; 6) how innovations positively and negatively affect students' responses to item/task questions and prompts; 7) how specific response formats impact students' ability to respond to questions, prompts, and performance directions; 8) whether built-in accessibility options support students' ability to respond to questions, prompts, and performance directions; 9) how built-in accommodations and accessibility options affect the validity of students' responses, and 10) how each of these factors function at different student developmental levels.

The cognitive labs will be iterative in nature. The results of cognitive labs should quickly feed back into the item/task/stimulus development process, needed adjustments will be made to items/tasks and/or stimuli and additional cognitive labs will be implemented to evaluate the success of adjustments.

Small Scale Trials: The primary purposes of the small-scale trials are: 1) to determine how well items/tasks/stimuli function with a larger, more diverse and representative sample of students; 2) to provide student responses that can be used to develop and test automated scoring systems; 3) to refine scoring rules for human scoring; 4) to determine whether items/tasks yield the range of levels of responses intended by the item/task writers; 5) to test various configurations of stimulus materials; etc. Whereas cognitive labs provide immediate feedback about the efficacy of various models for item/task and stimuli, small-scale trials allow SBAC to investigate similar research questions with a larger sample of examinees. During small-scale trials, it is also possible to compare: 1) different ways of formatting questions, prompts, and task directions across content areas and grade levels, 2) different ways of presenting items/tasks and stimulus materials across content areas and grade levels, 3) different ways of structuring scoring rules for human scored items/tasks (e.g., checklists versus rubric scoring), and 4) different scoring algorithms for their ability to generate scores comparable to human scoring across content areas and grade levels.

Small scale trials should also allow SBAC to investigate, in a controlled manner, how different item types function together (e.g., when a variety of item types are combined in the same testing session). It is expected that small-scale trials will involve computer-administered assessments so that it is possible to evaluate the efficacy of different presentations of items/tasks and stimulus materials, different student response modes, and different response capturing strategies. Guidelines for decisions about how to use the results of small-scale trials in subsequent item/task development (e.g., modifications of specifications, rejection of particular stimulus or item/task formats, adjustments to models for scoring rules) will be proposed by vendor, subject to adjustment and approval by SBAC.

Sampling design and criteria for acceptance in small-scale trial participation will be proposed by Contractor, working with the Psychometric Services Contractor and subject to adjustment and approval by SBAC. Past research suggests that 150-200 students are needed to generate valid scoring algorithms and to validate their use. Criteria for automated scoring adequacy will be developed with the Psychometric Services provider and proposed to SBAC for adjustment and approval.

Summary: Cognitive labs and small-scale trials will provide a solid research basis for making decisions about the feasibility of using a wide range of stimulus materials and a wide range of item/task types. The actual processes used in both the cognitive labs and the small-scale trials will be proposed by the RFP 14 contractor working closely with SBAC stakeholders and work groups, subject to SBAC approval. All protocols, decision points, and criteria for decision-making used in small-scale trials must be explicit and transparent. They will be documented in a SBAC Technical Manual authored by the Psychometric Services contractor as part of the validity evidence for SBAC. The cognitive labs are expected to occur in early spring of 2012 and the small-scale trials are expected to occur in the late spring of 2012. A formal report of the results of these studies should be provided in a timely manner so that they can be used to guide the development of innovative stimulus materials and item/task types for the 2012-2013 pilot tests. Appendices in the bid proposals (not to exceed 25 pages) will present any research papers or reports documenting the Vendor's ability to conduct cognitive labs and small scale trials (including research methodologies and results).

PART 4: STUDY OF ITEM PROCUREMENT OPTIONS

Three strategies for item/task/stimulus procurement are described in the Race to the Top (RTTT) application: state managed, state submitted, and SBAC managed. These three procurement strategies are untried within the SBAC context; therefore, the Contractor will be expected to conduct small-scale studies to investigate the efficacy and feasibility of each item procurement option. For state managed items, the Contractor will work with interested states who will manage item/task/stimulus writing for constructed-response and selected response items. For state submitted items, the Contractor will solicit constructed response and selected response items from states. For state managed and state submitted items, Contractor will collect items, scoring rules and answer keys, associated stimulus materials, and relevant meta data (See RFP 04 for a partial list of meta data). Contractor will be responsible for SBAC managed items.

Vendors should propose a research design to systematically study each procurement option. The design must allow for a fair comparison of all three options. For example, even though state submitted items will have been reviewed for alignment to a state's content standards and/or CCSS (as interpreted by the state) and will have been reviewed for potential bias/sensitivity issues and, possibly, for accessibility issues, Vendors should plan for a secondary review of state submitted items/tasks/stimulus materials in terms of their alignment with SBAC content specifications, item/task specifications, stimulus specifications, bias/sensitivity guidelines, and accessibility/accommodations guidelines as part of the research on the efficacy of each of the item procurement options. If states engaged in the state managed option develop items according to SBAC specifications and conduct content reviews, bias/sensitivity reviews, and accessibility reviews using SBAC materials and protocols, the Contractor must cross-validate the state managed reviews. Contractor will generate a report of the relative success of each option. This report should include:

- assessment of the alignment of items and stimulus materials with specifications
- lack of bias in favor of any state or region
- evaluation of the processes including costs, timelines, established protocols, and feasibility
- assessment of the relative quality of items in relation to SBAC expectations for valid items
- determination of whether there is a substantive difference between items developed under each option
- other criteria as recommended and defined

The Contractor will enlist the support of an independent evaluation agency to ensure unbiased review of the three options. Vendors should describe in their proposal their plans for ensuring that the proposed evaluation is independent. The numbers and types of items/tasks in Tables 1 and 2 refer to the SBAC managed option. Any items generated or obtained through state managed and state submitted options will supplement the numbers given in Tables 1 and 2. One deliverable from the contract will be a detailed report in which each of the procurement strategies is evaluated for efficacy, cost effectiveness, and feasibility in generating high quality items/tasks/stimulus materials.

Whereas the three procurement options are loosely described in the RTTT application, as part of RFP 08, the specific details, expectations, and protocols of the procurement options will be determined. Appendices in the bid proposals (not to exceed 10 pages) will present documentation of the Vendor's experiences working with unbiased external evaluators, working with multiple procurement strategies, and conducting program evaluation research.

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 engage in the work described in this RFP and to prepare reports that document their work. Vendors proposing to manage the item/task/stimulus development processes must demonstrate their capacity to comply with SBAC Content Specifications and Item/Task Specifications and SBAC established protocols and to conduct high quality content, accessibility, and bias/sensitivity reviews. Vendors should demonstrate their experiences with cognitive labs and small-scale trials of items/tasks/stimulus materials. Vendors should also demonstrate their ability to develop automated scoring algorithms and software and their prior experience with automated scoring. Vendors should describe specific examples of assessment development work done in the past that involved coordination of work across multiple, interdependent contractors and that required use of diverse but interdependent sets of materials and protocols.

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 ~~four~~ **two** annual meeting(s), **per year**, supporting project-specific and cross-consortium contractor engagements. Vendors will be expected to allocate a reasonable sum of the proposed budget to support this task. Any funds from this allocation not spent on the associated travel will revert back to OSPI upon conclusion of the contract unless amended in writing by both parties.

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_SummativeAssessment_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, and other work groups as appropriate. All materials must serve their intended purpose and meet SBAC expectations. Timelines must to be coordinated between the Contractor and other contractors who are developing the Item and Task Specifications, Stimulus Specifications, Bias & Sensitivity Guidelines, Accessibility Guidelines and Style Guides (RFP 04) and the Contractors who will be developing participation guidelines, item/task/stimulus writer/developer qualification, training materials, and review materials and processes (RFP 08). Beyond the timelines outlined in the MWP, more detailed timelines have not been determined. The above referenced contracts for SBAC RFP 04 and SBAC RFP 08 will be awarded and the contractor(s) will begin work within the next two (2) months. In addition, the successful Contractor for the work described under this RFP must work with the Contractors in charge of the Item Authoring and Item Pooling System (RFP 07).

SBAC Guides and Documents

Item/Task Specifications for SBAC summative and interim assessments will soon be under development⁵. 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 February 29, 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:

- 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. Vendors will explicitly discuss how they will use these documents in the item/task development process.

SBAC participation policies and guidelines are being developed to ensure balanced representation of SBAC membership in item/task/stimulus writing/development; content,

⁵ For more information about these materials, see SBAC RFP 04 which is available at: <http://www.k12.wa.us/RFP/default.aspx>.

bias/sensitivity, and accessibility reviews; and final decision-making regarding the items/task/stimuli that will be submitted to the SBAC Item Authoring and Pooling System. In addition, the following materials and process will be developed to ensure that stimulus development, item/task writing, and item/task/stimulus reviews can be implemented consistently across a range of settings:

- Item/Task writing and stimulus development training materials
- Content review training materials
- Bias and sensitivity review training materials
- Accessibility review training materials
- Content review protocols, record keeping devices, and decision-making rules
- Bias/Sensitivity review protocols, record keeping devices, and decision-making rules
- Accessibility review protocols, record keeping devices, and decision-making rules

The successful Contractor is expected to use these SBAC generated materials in all phases of item/task/stimulus development.

3.4. 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**– Vendors should provide a description of the proposed project team structure 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. **Project Management Deliverables** – Vendors should provide a complete description and samples of the project management tools, processes, and deliverables that will be used to manage the work of the vendor and all interactions with the CONSORTIUM. The minimum set of project management deliverables must include:
 - a. Work plan containing key activities, milestones, deliverables, responsible individuals, and durations/key dates;
 - b. Deliverable matrix providing the definition of each major deliverable, the parties involved in development, review, and approval, along with projected dates for development and review cycles.
 - c. Status reports summarizing status against work plan, key accomplishments, upcoming activities, and issues;
 - d. Issue tracking and management log containing a comprehensive list of all open and closed issues that pertain to the work being performed;

- e. Communication plan identifying specific events, communication methods, dates, and participants;
- f. Collaboration approach describing how the vendor will work and collaborate with the necessary internal and external groups necessary to complete the contract. Examples of internal groups include work groups, the Executive Committee, Governing State leads, and the Technical Advisory Committee. Examples of external groups include other SBAC vendors working in other related areas.
- g. Ability to deliver engaging webinar presentations and provide coherent web conferencing services for effective interactive online workshops that facilitate structured discussions or brainstorming with collaboration meeting attendees.

Note: Upon contract execution, the selected Contractor will be required to integrate its project management deliverables with the project management deliverables and templates utilized by the Consortium's Project Management Partner. Specific details and templates will be provided upon contract commencement

3. **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: 1) working with diverse state educators and other qualified professionals to train for and manage stimulus development/writing and item/task writing; 2) training for and conducting content reviews, accessibility reviews, and bias/sensitivity reviews; 3) conducting cognitive labs and focused, small-scale trials; and 4) developing automated scoring systems.
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.

4.5. 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

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.

Technical Proposal – 70%	175 points
Project Approach/Methodology	125 points (maximum)
Work Plan	15 points (maximum)
Project Schedule	10 points (maximum)
Project Deliverables	10 points (maximum)
Outcomes and Performance Measurement	10 points (maximum)
Risks	5 points (maximum)
Management Proposal – 30%	79 points
Project Team Structure	19 points (maximum)
Staff Qualifications/Experience	50 points (maximum)
Experience of the Vendor	10 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

- 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.

Signature of Proposer

Title

Date

EXHIBIT B

CONTRACT FOR PERSONAL SERVICES

Contract No. _____

between

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

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

and

[CONTRACTOR NAME]

(hereinafter referred to as Contractor)
[Contractor Address]

Social Security # 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.

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 Expectation	Metric	Remedy
Project management		
Final work plan is presented within seven calendar days of contract execution date. Evaluation and revised plans are presented on a monthly basis	CONTRACTOR neglects to provide plans to CONSORTIUM Project Management Partner, and leadership per prescribed timelines. Documentation of plans delivery will be in the date/time stamp of email through which the plans are attached.	\$10,000 per incident
Requests from Consortium Membership (including individual members, Work Group, Project Management Partner, and leadership): Requests responded to in a timely manner	Within one (1) business day CONTRACTOR neglects to send response to a CONSORTIUM membership requestor with description of process and anticipated timeline for resolution. Documentation will be in the form of emails date/time stamps from requestor and CONTRACTOR. For paper based requests, documentation will be based on date/time stamps of mail logs. If	\$5,000 per incident

	paper documents are not logged, the assumption will be that the service level was not achieved.	
Monthly reports on dispensation of all requests are provided within five business days after end of the month.	Example – Monthly report on August 2011 provided by end-of-day* of fifth business day of September.	\$2,500 per incident
Provide weekly status reports including status, escalated issues with action plans, identified high risks with mitigation plans, and key upcoming tasks.	CONTRACTOR neglects to provide status report to CONSORTIUM leadership.	\$5,000 per incident
Deliverables and Supporting Materials		
Draft plans, recommendations, proposals from the CONTRACTOR do not contain substantial errors or omissions.	CONTRACTOR fails to conduct thorough quality control review of materials submitted to the CONSORTIUM for review.	\$2,500 per incident
After revisions, all documents and materials are accurate and of a high quality.	CONTRACTOR neglects to conduct a thorough quality control review on own work and requested edits made by CONSORTIUM.	\$5,000 per incident
All work products posted or displayed as “Final” and available for use and consumption by others are without error.	CONTRACTOR neglects to conduct a thorough quality control review and/or neglects to incorporate edits provided by the CONSORTIUM on postings and products for general use.	\$10,000 per incident
Unless otherwise authorized in advance, CONSORTIUM leadership is provided a minimum of three (3) complete business days response time to review and edit draft postings and products.	Example – Deadlines for deliverables from the CONSORTIUM are 11:59PM (Pacific). If a deadline for the CONSORTIUM to return	\$5,000 per incident

	edited materials is midnight Thursday, the draft materials must be delivered to the CONSORTIUM by 11:59PM (Pacific) Monday.	
Meet the on-time delivery of milestones as specified in the proposal and tracked on the baseline project plan.	The CONSORTIUM's acceptance of milestone deliverables is past the due date.	\$10,000 per incident
Failure to implement requested revisions	Revisions will be agreed upon by representatives of relevant work groups and sent to Contractor. Any revision requested that is not implemented during the next review cycle will be considered a failure to implement requested revision.	\$2,000 per incident
Delay in delivery of revised materials to work groups and Executive Committee	Revised materials will be presented to the relevant work groups and the Executive Committee on the due date unless a formal change in schedule has been approved by the designated SBAC Work Group Leadership. A delay for any deliverable will be considered an incident.	\$5,000 per incident, per day
Delay in delivery of final version of deliverable	Final versions of deliverables will be provided in the agreed upon form on the scheduled due date unless a formal change in schedule has been approved by the designated SBAC Work Group Leadership. A delay for any deliverable will be considered an incident.	\$7,500 per incident, per day

Failure to produce written documentation of meeting minutes	Minutes will be distributed to participants within 24 hours of a meeting. Any delay will be considered an incident.	\$2,500 per incident
Failure to produce written documentation of any decisions made by work groups and Contractor	Decision documentation will be distributed to participants within 24 hours of decision. Any delay will be considered an incident	\$2,500 per incident
Failure to complete reports from cognitive labs and small scale trials in a timely manner such that results can be used in subsequent work.	Completed in time for pilot item/task/stimulus development	\$25,000 for first day and \$5,000 per each additional day
Failure to deliver specified number of items/tasks consistent with the specified distribution of items/tasks for pilot testing on time.	Delivered to item authoring and item pooling system by agreed upon deadline, in a format compliant with the item authoring import specifications	\$1,000 per item \$5,000 per task
Failure to deliver automated scoring models in time for consideration for pilot.	Automated scoring model is delivered in time for Technical Advisory Committee review and use in pilot	\$25,000 for first day and \$XX per each additional day
Contract Administration		
Invoicing to the CONSORTIUM will occur on a monthly basis, and will accurately reflect products and services delivered prior to invoicing.	CONTRACTOR falls more than 30 days behind in monthly invoices; -or- CONSORTIUM is invoiced for products or services not delivered; -or-	\$1,000 per incident

	CONSORTIUM is invoiced for products or services that have already been paid for.	
After 5 business days of a request, CONTRACTOR will provide further detail on expenses or invoiced items that have been reported or are anticipated.	Example – if a request for detail is made on a Wednesday, the information must be provided no later than end-of-day* the following Wednesday.	\$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 there from. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any 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**

RFP Evaluation Criteria and Rating System
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.

Technical Requirements (175 points)

A. Project Approach and Methodology (125 points)

PART 1: OVERSIGHT, ITEM/TASK/STIMULUS DEVELOPMENT AND REVIEWS

PART 1A: OVERSIGHT (5 points)

Criteria			
Proposals demonstrates understanding of the responsibilities of oversight for all parts of the work			
Proposal demonstrates understanding of the essential nature of collaboration with SBAC leadership during all phases of the work			
Proposal demonstrates understanding of the requirements of inter-Contractor collaboration during all phases of the work			
Proposal includes provisions for: <ul style="list-style-type: none"> ○ Maintenance of timelines and benchmark deliverables ○ Collection and report of decision making records ○ Consolidation of work across all parts of the project 			
Proposal describes how communication and record keeping related to the contracted work will be accomplished			
Proposal describes how Vendor will handle fiscal and organizational responsibility for all meetings (face-to-face and virtual)			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
5	4	2	0

PART 1B: ITEM/TASK/STIMULUS DEVELOPMENT (20 points)

L1 – 12 Write and Develop Pilot Test Stimulus Materials; Write Pilot Test Items and Tasks including Innovative Item/Task Types			
Criteria			
<p>Proposal demonstrates understanding that the Contractor will work with SBAC to determine the number and types of items/tasks and stimuli needed for the pilot test pool by type, content, and cognitive complexity for each grade and content area</p> <p>Proposal demonstrates understanding of the number of SBAC managed items to be developed across content areas, grade levels, and item/task types for the 2012-2013 pilot tests</p> <p>Proposal demonstrates understanding of the need for a wide range stimulus materials to stimulate students understanding and skills related to the knowledge and skills defined in the SBAC content specifications</p> <p>Proposal includes plan for obtaining copyright permissions for all previously published materials</p> <p>Proposal includes plans for tracking necessary permissions for previously published stimulus materials</p> <p>Proposal includes plans for securing SBAC copyright protection of items/tasks and SBAC-developed stimuli, state submitted items, and state managed items</p> <p>Proposal demonstrates understanding of the need for a range of item/task types to ensure distribution of items across different levels of difficulty, cognitive complexity, and DOK levels</p> <p>Proposal demonstrates understanding that scoring rules and answer keys are an inherent part of any item/task</p> <p>Proposal includes plans for including automated scoring considerations in the item/task/stimulus development process</p> <p>Proposal includes plans for recruiting and training stimulus developers and item/task writers that meet SBAC criteria</p> <p>Proposal acknowledges that the Contractor will be responsible for costs associated with stimulus/item/task development meetings and compensation of writers/developers</p> <p>Examples of items/tasks developed in prior contracts demonstrates experience with the types of items/tasks expected by SBAC</p> <p>Examples of stimulus materials developed in and/or selected for prior contracts demonstrate experience with the types of stimulus materials expected by SBAC</p> <p>Examples of Vendor’s item/task writing training materials demonstrate understanding of the training needed to produce high quality items/tasks</p>			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
20	16	8	0

PART 1C: STIMULUS MATERIALS REVIEWS (15 POINTS)

L1 – 18 Conduct Content, Accessibility, and Bias/Sensitivity Reviews of Stimulus Materials			
Criteria			
<p>Proposal includes plans for establishing contracts with representative groups of reviewers that have been identified through the work from RFP 08 as specified in training and review protocols</p> <p>Proposal acknowledges that the Contractor will be responsible for costs associated with review meetings and compensation for members of review committees</p> <p>Proposal demonstrates understanding that each type of review has a distinct purpose and the qualifications of reviewers differ based on the review</p> <p>Proposal includes plans for multiple review committees for each type of review</p> <p>Proposal includes plans for face-to-face and/or online meetings for <u>content reviews</u> of all stimulus materials</p> <p>Proposal includes plans for face-to-face and/or online meetings for <u>accessibility reviews</u> of all stimulus materials</p> <p>Proposal includes plans for face-to-face and/or online meetings for <u>bias/sensitivity reviews</u> of all stimulus materials</p> <p>Proposal describes how reviewer feedback will be documented and stored for the future, using required methods</p> <p>Proposal describes how Vendor plans to work with SBAC representatives to reconcile feedback from reviews using SBAC protocols</p> <p>Proposal includes plans for revisions of stimulus materials, based on SBAC representatives' decisions and in time for item writing</p> <p>Proposal includes plans for maintenance of all meta data and review histories for stimulus materials</p> <p>Proposal includes plans for written reports of recommendations about improvements to content, accessibility, and bias/sensitivity training materials and processes for stimulus materials</p> <p>Examples of Vendor's training materials for bias/sensitivity reviews and accessibility reviews for stimulus materials demonstrate understanding of the issues relevant to training for these reviews.</p>			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
15	12	6	0

PART 1D: ITEM/TASK REVIEWS (15 POINTS)

L1 – 19 Conduct Content, Accessibility and Bias/Sensitivity Pilot Item and Task Review Meetings			
Criteria			
<p>Proposal includes plans for establishing contracts with representative groups of reviewers that have been identified through the work from RFP 08 as specified in training and review protocols</p> <p>Proposal acknowledges that the Contractor will be responsible for costs associated with review meetings and compensation for members of review committees</p> <p>Proposal demonstrates understanding that each type of review has a distinct purpose and the qualifications of reviewers differ based on the review</p> <p>Proposal includes plans for multiple review committees for each type of review</p> <p>Proposal includes plans for face-to-face and/or online meetings for <u>content reviews</u> of all items/tasks</p> <p>Proposal includes plans for face-to-face and/or online meetings for <u>accessibility reviews</u> of all items/tasks</p> <p>Proposal includes plans for face-to-face and/or online meetings for <u>bias/sensitivity reviews</u> of all items/tasks</p> <p>Proposal describes how reviewer feedback will be documented and stored for the future, using required methods</p> <p>Proposal describes how Vendor plans to work with SBAC representatives to reconcile feedback from reviews using SBAC protocols</p> <p>Proposal includes plans for revisions of items/tasks, based on SBAC representatives' decisions and in time for item writing</p> <p>Proposal includes plans for maintenance of all meta data and review histories for items/tasks</p> <p>Proposal includes plans for written reports of recommendations about improvements to content, accessibility, and bias/sensitivity training materials and processes for stimulus materials</p> <p>Examples of Vendor's content review, bias/sensitivity review, and accessibility review protocols and documentation materials demonstrate understanding of the processes and documentation needs for these reviews.</p>			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
15	12	6	0

PART 1E: ITEM, TASK, STIMULUS REVISION (15 points)

L1 – 20 Revise Pilot Stimulus Materials, Items, and Tasks Based on Content, Accessibility, and Bias/Sensitivity Committee Feedback to Prepare them for 2012-2013 Pilot Tests			
<p>Proposal demonstrates understanding that all decisions regarding how to use feedback from reviews will follow SBAC protocols</p> <p>Proposal demonstrates understanding of the need to adhere to SBAC policies in review of results of content reviews, accessibility reviews, and bias/sensitivity reviews</p> <p>Proposal includes plans for revising stimulus materials, items and tasks based results of final SBAC reviews</p> <p>Proposal includes plans to attend to all aspects of items/tasks and stimulus materials (e.g., art, scoring rules) in final revisions</p> <p>Proposal includes plans for multiple rounds of editing/revision, as needed</p> <p>Proposal includes plans for maintaining version control during revisions of all items/tasks and stimulus materials</p> <p>Proposal includes plans for sign off from SBAC leadership on all items/tasks and stimulus materials</p> <p>Proposal provides assurance that items/tasks and stimulus materials will be prepared for online as well as print platforms.</p> <p>Proposal includes plans for delivering final items/tasks, scoring rules, stimulus materials, meta data, review histories, copyright permissions, and other relevant information to the SBAC Item/Task Authoring and Pooling System</p> <p>Proposal shows understanding that all deliverables must meet required inter-operability standards</p> <p>Examples of materials and protocols used in Vendor’s editorial review processes demonstrates understanding of and expertise in editing and revision related to assessment development</p>			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
15	12	6	0

PART 2: AUTOMATED SCORING AND SCORING MODELS (20 POINTS)

L1 – 15 Develop Initial Automated (Artificial Intelligence – AI) Scoring Approach			
Criteria			
<p>Proposal includes plans to prepare a report documenting empirically based recommendations for automated scoring</p> <p>Proposal shows understanding of different automated scoring models</p> <p>Proposal shows understanding of the critical need for construct validation of all automated scores</p> <p>Proposal includes plans for a comprehensive approach to scoring constructed response items and performance tasks using automated, human or hybrid scoring</p> <p>Proposal shows understanding that all automated scoring recommendations must be approved by the SBAC Technical Advisory Committee</p> <p>Proposal recommends strategies for validation of item/task scores from automated and human scoring methods</p> <p>Proposal includes plans for studying human-automated scoring consistency</p> <p>Proposal includes plans for cross validation of automated scoring algorithms</p> <p>Proposal includes plans for development of an open source automated scoring program</p> <p>Proposal includes plans for an independent review of the results of automated scoring algorithms</p> <p>Proposal describes step-by-step procedures that will be used to develop and calibrate the automated scoring engine</p> <p>Proposal demonstrates understanding that automated scoring system must meet all required inter-operability standards</p> <p>Proposal includes plans for a final report of the automated scoring research including final recommendations about:</p> <ul style="list-style-type: none"> • which item/task types may be scored via automated` scoring • which item/task types must be scored via human scoring • which item/task types may require a combination of human and automated scoring <p>Appendices provide evidence of the Vendor’s capability in developing automated scoring systems.</p>			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
20	16	8	0

PART 3: ITEM/TASK/STIMULUS RESEARCH AND DEVELOPMENT (20 POINTS)

Criteria			
L1 – 13 & 14 Plan and Conduct Cognitive Labs of New Stimulus Types, Item Types and Performance Tasks; Conduct Small-Scale Trials of Item and Task Types			
<p>Proposal includes plans to develop and test multiple prototypes for new/innovative stimulus materials, new/innovative item types, and new/innovative response options by content area and grade level</p> <p>Proposal demonstrates understanding of the purposes of and differences between cognitive labs and small-scale trials</p> <p>Proposal describes procedures to be used during standardized cognitive labs to investigate new/innovative stimulus materials and item/task types</p> <p>Proposal describes methods and sampling designs to be used to conduct small-scale trials of new/innovative item/tasks types</p> <p>Proposal describes strategies to be used to obtain teacher input on directions, items/tasks, observations of students, etc.</p> <p>Proposal demonstrates understanding of the iterative nature of cognitive labs and small-scale trials</p> <p>Proposal demonstrates understanding of the timeliness of cognitive labs and small-scale trials</p> <p>Proposal demonstrates how small-scale trials will be used in the development of models for scoring rules and automated scoring algorithms</p> <p>Proposal describes how cognitive labs and small-scale trials will be used to investigate accessibility issues</p> <p>Proposal includes the proposed details of final reports from cognitive labs, small-scale trials, and teacher input</p> <p>Appendices provide documentation of Vendor’s prior experience with cognitive labs and small scale trials including methodology, results, and actions based on results</p>			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
20	16	8	0

PART 4: PILOT TEST OF ITEM PROCUREMENT OPTIONS (15 points)

L1 – 11 Review and evaluate the processes for three proposed procurement options (state submitted, state managed, SBAC managed) for generating constructed response and selected response items (with associated stimuli) that align with SBAC item/task and stimulus specifications			
Criteria			
<p>Proposal presents a viable design for conducting small-scale study that will provide a fair comparison of the relative success of three procurement options: SBAC managed, state managed, and state submitted items</p> <p>Proposal includes plans for independent evaluation of the success of the three procurement options</p> <p>Proposal describes elements of a report on the relative success of each option in terms of:</p> <ul style="list-style-type: none"> ○ alignment of stimulus materials and items/tasks with SBAC specifications ○ minimization of state/regional bias ○ costs, feasibility, timelines, and logistics <p>Appendices provide examples of reports from program evaluations conducted by Vendor and independent evaluator.</p>			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
15	12	6	0

Total B through F (50 points)

B. Work Plan (15 points)

Criteria			
<ul style="list-style-type: none"> • The proposed work plan is complete and addresses the scope of the project • Level of detail proposed in the project work plan is appropriate for the project needs • The implementation of the plan is likely to succeed • The proposal includes an innovative approach that is reasonable and worthy of consideration. 			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
15	12	6	0

C. Project Schedule (10 points)

Criteria			
<ul style="list-style-type: none"> The schedule includes activities of a reasonable scope and key milestone dates Deliverables are accurately identified and scheduled to be provided in time to meet SBAC needs Major dependencies within the schedule have been identified 			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
10	8	4	0

D. Deliverables (10 points)

Criteria			
<ul style="list-style-type: none"> Deliverables are identified and clearly described Deliverables will meet the SBAC's needs Strategies for monitoring and measuring outcomes are spelled out and appropriate 			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
10	8	4	0

E. Outcomes and Performance Measurement (10 points)

Criteria			
<ul style="list-style-type: none"> Overall work plan is well designed to achieve the stated outcomes Description to monitor/measure outcomes is thorough There is a clear description of how progress toward and delivery of outcomes will be provided to SBAC leadership 			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
10	8	4	0

F. Risks (5 points)

Criteria			
<ul style="list-style-type: none"> Potential risks are identified Strategies to be used to monitor and mitigate risks are described and appropriate 			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
5	4	2	0

Management Proposal (75 points)

A. Project Team Structure / Internal Controls (19 points)

Criteria			
<ul style="list-style-type: none"> • Project management for entire project is adequately staffed in terms of time on project • Project management for entire project is highly qualified regarding experience with other projects of similar scope and with similar audiences • Management structure and internal controls described are clear and easy to communicate • Lines of authority are clear, and access to decision makers appears straightforward • The procedures described for escalating concerns is clear and likely to produce effective response 			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
19	12	6	0

B-1. Staff Qualifications/Experience – Overall (10 points)

Criteria			
<ul style="list-style-type: none"> • Project team proposed for each part of the work has the experience to successfully implement the proposal • Project teams have sufficient number of personnel to successfully implement the proposal • Management proposed for each part of the work has the experience and resources to lead to success • Relevant project team members have project management expertise 			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
10	8	4	0

B-2. Staff Qualifications/Experience – Stimulus/Item/Task Development (15 points)

Criteria			
<ul style="list-style-type: none"> • Relevant project team members have expertise in development of conventional stimulus materials, items, and performance tasks for mathematics. • Relevant project team members have expertise in development of conventional stimulus materials, items, and performance tasks for English-language arts. • Relevant project team members have expertise in development of technology-enhanced stimulus materials for English-language arts. • Relevant project team members have expertise in development of technology-enhanced stimulus materials for mathematics. • Relevant project team members have expertise in development of technology-enhanced selected-response and constructed response items for English-language arts. • Relevant project team members have expertise in development of technology-enhanced selected-response and constructed response items for mathematics. • Relevant project team members have expertise in development of technology-enhanced performance tasks for English-language arts. • Relevant project team members have expertise in development of technology-enhanced performance tasks for mathematics. • Relevant project team members have expertise in copy and style editing • Relevant project team members have expertise in conducting <u>bias/sensitivity reviews</u> • Relevant project team members have expertise in conducting <u>accessibility reviews</u> • Relevant project team members have expertise in conducting <u>content reviews</u> 			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
15	12	6	0

B-3. Staff Qualifications/Experience – Research and Development (15 points)

Criteria			
<ul style="list-style-type: none"> • Relevant project team members have research expertise necessary for management of small-scale trials • Relevant project team members have skills necessary for conducting studies similar to the item procurement option study. • Relevant project team members have developmentally appropriate expertise necessary to develop new types of stimulus materials and items/tasks for mathematics cognitive labs and small-scale trials. • Relevant project team members have developmentally appropriate expertise necessary to develop new types of stimulus materials and items/tasks for English-language arts cognitive labs and small-scale trials. • Relevant project team members have expertise in preparing research and technical reports. 			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
15	12	6	0

B-4. Staff Qualifications/Experience – Automated Scoring (10 points)

Criteria			
<ul style="list-style-type: none"> • Relevant project team members have expertise in developing and testing automated scoring programs in English-language arts • Relevant project team members have expertise in developing and testing automated scoring programs in mathematics • Relevant project team members have expertise in validating automated scoring programs in English-language arts • Relevant project team members have expertise in validating automated scoring programs in mathematics 			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
10	8	6	0

C. Experience of the Vendor (10 points)

Criteria			
<ul style="list-style-type: none"> • Experience of Vendor with similar projects provides solid evidence of ability to meet SBAC needs • Knowledge/experience with development of conventional stimulus materials, SR and CR items, and performance tasks • Knowledge/experience with the development of technology-enhanced stimulus materials, SR and CR items, and performance tasks • Knowledge/experience with cognitive labs and small-scale trials of stimulus materials, SR and CR items, and performance tasks • Knowledge/experience with automated scoring development • Knowledge/experience of SBAC context issues (e.g., computer based test administrations, CAT, integrated technology, evidence centered design) 			
Rating			
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Approaching Adequate</i>	<i>Inadequate</i>
10	8	4	0

EXHIBIT G
Race to the Top Assessment Program

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

SBAC RFP 14

Appendices

SBAC Documents and RFPs Relevant to this RFP

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>)

Appendix E – SBAC RFP 07 – Item Authoring and Item Pooling System
(<http://www.k12.wa.us/RFP/default.aspx>)

Appendix F – SBAC RFP 08 – Participation and Training Materials
(<http://www.k12.wa.us/RFP/default.aspx>)

Appendix G – SBAC RFP 09 – Test Blueprint and Computer Adaptive Test Specifications
(<http://www.k12.wa.us/RFP/default.aspx>)

Appendix H – Item Specifications winning proposal
(<http://www.k12.wa.us/RFP/default.aspx>)

Appendix I – SBAC- 04 A&A Specs – SC1
<http://www.k12.wa.us/SMARTER/Resources.aspx>

Appendix J – SBAC- 04 ELA Specs – SC1
<http://www.k12.wa.us/SMARTER/Resources.aspx>

Appendix K – SBAC-04 Math Specs – SC1
<http://www.k12.wa.us/SMARTER/Resources.aspx>

Appendix L – SBAC-04 Performance Task Specs – SC1
<http://www.k12.wa.us/SMARTER/Resources.aspx>

Appendix M – SBAC-04 Stimulus Specs – SC1
<http://www.k12.wa.us/SMARTER/Resources.aspx>

[Appendix N – SBAC-04 Style Guide – SC1](http://www.k12.wa.us/SMARTER/Resources.aspx)
<http://www.k12.wa.us/SMARTER/Resources.aspx>

[Appendix O – SBAC-04 TEI Specs – SC1](http://www.k12.wa.us/SMARTER/Resources.aspx)
<http://www.k12.wa.us/SMARTER/Resources.aspx>

[Appendix P – SBAC-04 Showcase 1 Vendor Update](http://www.k12.wa.us/SMARTER/Resources.aspx)
<http://www.k12.wa.us/SMARTER/Resources.aspx>

[Appendix Q – SBAC-04 Showcase 1 Vendor Update Audio Link](https://ccsso.webex.com/ccsso/lsr.php?AT=pb&SP=MC&rID=52232672&rKey=e464c7350f7e28)
<https://ccsso.webex.com/ccsso/lsr.php?AT=pb&SP=MC&rID=52232672&rKey=e464c7350f7e28>
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