

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

REQUEST FOR PROPOSALS (RFP)

SBAC RFP No. 07

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

PROJECT TITLE: SMARTER Balanced Assessment Consortium Request for Proposals to Develop Item Authoring and Item Pool Application

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

ESTIMATED CONTRACT PERIOD: March 27, 2012 to September 30, 2014. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

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

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, SMARTER Balanced works in close collaboration with representatives from institutions of higher education from its member states. SMARTER Balanced 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. SMARTER Balanced'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 since its original posting.

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

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

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.

Commercial off-the-shelf (COTS) – Ready-made products that are easily obtained and commercially available, and are leased, licensed, or sold to the general public.

Field Test – A test administration used to check the adequacy of testing procedures, generally including test administration, test responding, test scoring, and test reporting. A field test is generally more extensive than a pilot test.

Item Authoring – A systems application that manages the workflow functionality to track the creation, development, review, and approval processes of assessment items, tasks, and stimuli.

Item Pool - A software system repository that enables the storing, retrieval, and delivery of assessment content.

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.

Multi-media – A medium with multiple content forms such as graphic, audio, video, computer simulation used in computer applications.

Multi-tenancy - The ability for a single instance of a component to host data pertaining to multiple tenants.

Open License– A free copyright license for computer software that makes a specific set of source code available for anyone to use. Depending on the Open License variant, there may be restrictions

on redistribution and software modifications may be made available for a reasonable fee.

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

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

Pilot Test – A test administered to a sample of test takers to try out some aspects of the test or test items, such as instructions, time limits, item responses format, or item response options.

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

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

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

2. PURPOSE OF REQUEST FOR PROPOSALS

The Office of Superintendent of Public Instruction, hereafter called "OSPI," is initiating this Request for Proposals (RFP) to solicit proposals from Vendors interested in participating in a project to define, develop, implement, and host a dynamic Item Authoring and Item Pool Application for the SMARTER Balanced Assessment Consortium.

SMARTER Balanced's goal is to acquire and implement an application that can support item authoring and development activities as well as store and retrieve the pool of items available for use by the summative and interim assessment system. The application must be able to support multiple, geographically dispersed constituents in the development, review, and approval of multiple item types and their stimuli, and provide a dynamic item pool repository compliant with leading interoperability standards.

SMARTER Balanced's initial plans were based upon enhancing and using the web-based item authoring and item pool system currently being used by the state of Michigan. SMARTER Balanced is also willing to consider a commercial off-the-shelf (COTS) product that can be configured and customized to meet SMARTER Balanced's requirements. The Vendor can propose utilization of a COTS product, enhancement of the Michigan Item Bank system, or development of a new custom system. Regardless of the Contractor's approach, SMARTER Balanced is seeking a Consortium-owned product as a result of this contract.

3. BACKGROUND

Authorized under the American Recovery and Reinvestment Act of 2009 (ARRA), the Race to the Top Assessment Program provides funding to consortia of states to support the development and implementation of new common high-quality assessments that: 1) are aligned with the SMARTER Balanced'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 SMARTER Balanced 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 SMARTER Balanced'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 SMARTER Balanced-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 SMARTER Balanced who are enrolled in those IHEs or IHE systems.

4. OBJECTIVE AND SCOPE OF WORK

The Contractor supporting the objectives of this RFP will be responsible for providing software, associated implementation services, and application hosting necessary to meet SMARTER Balanced's requirements for a technology-based Item Authoring and Item Pool Application.

Specific work components to be done under contract(s) include the following:

A. Services

1. Application Requirements
2. Application Development and Implementation
3. Ongoing Application Hosting and Maintenance

B. Products

4. Item Authoring and Item Pool Application Software

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, may accept the use of proprietary components as long as there is a future roadmap towards open-licensing technology.

Note that SMARTER Balanced is in the early stages of defining requirements and systems architecture and recommends that vendors consider planning for an approximate 10% increase in the requirements as currently defined in Appendix A.

The Contractor will be required to have the application completed and available for use at multiple key milestones over the duration of the contract period:

- August 2012
 - Data Loading of Pilot Items - Deployment of the application to support the Pilot Test. This will include functionality to mass import, review, and edit items/tasks and their associated stimuli, multimedia, interoperability tagging (e.g., text-to-speech tags), and translations (Braille, languages). Test items/tasks will include all item types as specified in Appendix A. Test items will be initially developed and stored using external application platform(s) and must be loaded into the new Item Authoring and Item Pool Application starting August 1, 2012.
 - Ongoing Item Authoring - Deployment of the application to support item development (item writing, item review, expert and panel review) for the Field Test.
- February 2013
 - Pilot Test Execution - Execution of the Pilot Test requiring integration with the Test Delivery Application for computer based testing.
- March 2014
 - Field Test Execution - Execution of the Field Test requiring integration with the Test Delivery Application for computer based testing.

The Test Delivery Application for Pilot and Field Test Execution will be provided under a separate RFP and is scheduled to be completed and available in time for systems integration with the Item Authoring and Item Pool Application.

SMARTER Balanced is open to considering an approach that phases in functionality throughout the development cycle. If the Vendor chooses this approach, the proposal must identify the timing of functional releases and must ensure that previously delivered functionality is still in place for subsequent releases of the Item Authoring and Item Pool Application.

ID	Task Name	Start	Finish	2012												2013												2014				
				Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
1	Implementation	Feb-12		[Blue bar]																												
2	Data Loading of Pilot Items															[Blue bar]																
3	Application Maintenance and Support																															
4	Ongoing Item Authoring															[Blue bar]																
5	Test Execution																															
6	Pilot Test															[Blue bar]																
7	Field Test																											[Blue bar]				

The work conducted under the contract(s) awarded through this RFP will require significant collaboration among all Contractor(s) involved in SMARTER Balanced work and SMARTER Balanced leadership (i.e., the Executive Director, Chief Operating Officer, the Executive Committee, and the Technology Approach Work Group). Given the required integration with the SMARTER Balanced Test Engine System, the Contractor implementing the Item Authoring and Item Pool application is expected to work closely with the SMARTER Balanced Test Engine Systems Contractor. SMARTER Balanced leadership must be involved in all communications involving more than one Contractor.

Vendors must present proposals for every component defined in this RFP. If a Vendor chooses to propose work involving subcontractors, the subcontractors must be identified with criteria that the Vendor used to select the subcontractors.

5. STATE’S ROLE

As fiscal agent for the SMARTER Balanced, OSPI will assume lead responsibility for the management of all contracting activities with the SMARTER Balanced’s Contractor(s) of choice. All work direction and expenditure decisions will come from the SMARTER Balanced’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 The Vendor must have demonstrated expertise in development of technology to support large-scale assessments. Vendors must also demonstrate evidence of experience working in a collaborative manner with representatives from multiple states and other organizations. The Vendor will be expected to collaborate with member states in SMARTER Balanced as well as other vendors who will take on aspects of the SMARTER Balanced assessment development work.

- 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.
- Demonstrated experience developing and implementing large-scale applications involving multi-tiered security, multi-media content management and distributed data entry applications.
- Organizational capability in managing and implementing a high-stakes technology application.

Desirable Qualifications

- Experience with implementing an item authoring and item pool application that integrates with multiple test delivery systems.
- Experience with providing or implementing products as open license or open source technology to their clients.
- Experience with implementing service-oriented architecture systems with high transaction volumes.
- Experience with delivering systems with the highest level of security comparable to that required by financial institutions and the US government to prevent security breaches.
- Experience with delivering systems with end-to-end data protections to ensure no data is lost or corrupted during processing, storage, and transportation between applications and interfaces.

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 September 30, 2014. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

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

OSPI has budgeted an amount not to exceed \$1,988,000 for this project. Proposals in excess of \$1,988,000 will be rejected as nonresponsive and will not be evaluated.

Any contract awarded as a result of this procurement is contingent upon the availability of funding. The Consultant shall provide their most favorable and competitive cost estimate to perform the work.

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

9. ADA

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

Section B. GENERAL INFORMATION FOR CONSULTANTS

1. RFP COORDINATOR

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

Name:	Michael Middleton
Physical Address:	600 Washington Street South
Mailing Address:	Post Office Box 47200
City, State, Zip Code:	Olympia, WA 98504-7200
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. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI Issues RFP	December 9, 2011
2.	Question and Answer Period begins	December 9, 2011 – December 28, 2011
3	Letter of Intent Due	December 23, 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, though 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 Standard Time), Friday, December 23, 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, as noted in Section C, while the remaining twenty (20) copies are to be provided electronically on compact discs (CD) or flash drives. The proposal, whether mailed or hand delivered, must be received by OSPI no later than **4:30 PM Pacific Standard Time in Olympia, WA on Tuesday, 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.

The maximum page limit for the technical proposal is 200 pages, not including responses to Appendices A and B. Technical proposals that exceed the page limit will be rejected as nonresponsive. This limit includes: requirements, resumes, figures, tables, and any other information pertaining to the technical proposal. Within the overall limit, the maximum page limit for any single resume is 5 pages.

5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

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

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

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

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

6. ADDENDUMS AND AMENDMENTS TO THE RFP

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

7. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

8. ACCEPTANCE PERIOD

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

9. RESPONSIVENESS

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

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

10. MOST FAVORABLE TERMS

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

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

11. CONTRACT AND GENERAL TERMS & CONDITIONS

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

12. COSTS TO PROPOSE

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

13. NO OBLIGATION TO CONTRACT

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

14. REJECTION OF PROPOSALS

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

15. COMMITMENT OF FUNDS

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

16. STATEWIDE VENDOR PAYMENT REGISTRATION

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

17. INSURANCE COVERAGE

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

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

Section C. PROPOSAL CONTENTS

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

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

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should also 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. The proposal must include a crosswalk table that indicates the specific pages where each scored item is covered (with hyperlinks that navigate to the correct pages when the proposal is reviewed electronically).

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 Consultant 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 Consultant 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 submitted proposals;
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 Consultant (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 Consultant would operate; and
6. A detailed list of all materials and enclosures included in the Proposal.

2. TECHNICAL PROPOSAL (SCORED)

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

A. Project Approach/Methodology – Include a complete description of the Vendor’s proposed approach and methodology for the project including every component of the project. This section should convey Vendor’s understanding of the proposed project. Vendors should

prepare a technical proposal for every component defined in this RFP. Components are defined below.

OSPI recognizes that no one Contractor may have the expertise to complete all of the work products. OSPI, on behalf of SMARTER Balanced, considers two options for how the structure of the work might take place. First, there may be a Prime Vendor with identified subcontractors who have demonstrated expertise in specific areas working in a collaborative effort. Second, there may be several distinct Contractors and one Contractor who serves an oversight function to manage the timelines, processes, collaboration, and deliverables.

Contractor will provide the following services and deliverables for the complete and successful implementation of the Item Authoring and Item Pool Application. Reference Appendices A and B for the current representation of SMARTER Balanced’s required functionality.

Components of the Project

	Description
Services	
1	Application Requirements Functional Requirements Technical Systems Requirements
2	Application Development and Implementation Application Design Application Development Quality Assurance and Testing Data Portability – Item/Task, Stimuli, and Multimedia Import and export modules Application Deployment Training Materials
3	Ongoing Application Hosting and Maintenance Maintenance and Support Application Hosting Knowledge Transfer, Transition, and Turnover
Products	
4	Item Authoring and Item Pool Application Software with full ownership by SMARTER Balanced – SMARTER Balanced is willing to consider three possible types of software solutions: A commercial off-the-shelf (COTS) product configured and customized to meet SMARTER Balanced’s requirements An enhancement of the Michigan Item Bank system A custom-built application

B. Work Plan – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Vendor’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of SMARTER Balanced staff. The Vendor may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

C. Project Schedule – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided. The first six months of the project schedule should include a very specific listing of the detailed application functionalities that will be delivered.

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

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

Please Note: Proposals that fail to include how the outcomes will be measured, monitored, and reported to SMARTER Balanced will be considered non-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 agency's contract manager.

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

Expected Work Statement

This section of the RFP presents the functional and technical requirements for proposals to define, implement, and host the Item Authoring and Item Pool Application for the SMARTER Balanced Assessment Consortium (SMARTER Balanced). The Contractor will need to deliver a solution that accommodates the SMARTER Balanced architecture and interoperability standards that will be established by the IT Systems Architecture, scheduled to be completed by January 2012.

The Vendor is expected to provide an explanation of how the functional and technical requirements listed below will be met. The numbering and labeling of each functional and technical requirement in the proposal should comply with the numbering in this section. The deliverables listed in this section are not all-inclusive. The Vendor proposal should include a complete listing of deliverables that will be created.

SMARTER Balanced believes in the principles of continuous and iterative development of working software and has a strong preference for a software development methodology that supports multiple releases and iterative communication with customers. The Vendor should propose an appropriate plan for engaging state-level participation and the vendor community for substantive input on deliverables.

1. Application Requirements

The Contractor shall conduct a thorough requirements definition process to gather both functional requirements and technical systems requirements. As the requirements are completed, the Contractor will manage the approval process for review and sign-off.

1.A Functional Requirements

The Contractor must deliver a detailed functional requirements document. The requirements listed in Appendix A can be considered an initial set of requirements that the Contractor is expected to build upon and refine. The outcome is expected to be a comprehensive list of requirements that will ensure that the application supports the needs of SMARTER Balanced.

Deliverable: Detailed functional requirements document

1.B Technical Systems Requirements

Using SMARTER Balanced IT Systems Architecture as a basis, the Contractor shall define the detailed technical systems requirements for the application and must adhere to the IT Systems Architecture guidelines. The requirements should address areas such as, but not limited to, the following: hardware, software, network, databases, interoperability protocol and interfaces, security, performance capacity (number of users, concurrent users, number of transactions to be handled, acceptable response times, peak usage), redundancy and recovery, reliability, and availability.

Deliverable: Detailed technical systems requirements

2. Application Development and Implementation

2.A Application Design

The Contractor will translate the application requirements into a set of application design deliverables that will be used to drive and support the programming and/or configuration of the software solution.

Deliverable: Detailed design documents and detailed technical specifications

2.B Application Development

The Contractor must provide application software that meets the complete set of functional and technical systems requirements. The code needs to have good readability (easily read and understood by other programmers), maintainability (easily modified and maintained), and traceability (code elements should correspond to a design element).

Deliverable: Software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

2.C Quality Assurance and Testing

As system components and training materials are developed, the Contractor will be required to conduct comprehensive testing to validate functionality and performance.

Deliverable: Test plan and results for unit testing, system testing, user acceptance testing, quality assurance testing, performance testing, and operations testing.

2.D Data Portability – Item/Task, Stimuli, and Multimedia Import module

The Contractor will be responsible for the design and development of a data portability mass import module to upload items, tasks and stimuli that will be written by external entities such as member states and contractors. The mapping structure to the target format will be utilized by multiple input sources, so it must define all data fields, and specifically identify required data fields. The mass import module must load the data into the Item Authoring system at the appropriate process point prior to SMARTER Balanced item review, provide an error report of non-migrated items to the applicable submitter, and subsequently test the database for accuracy after each mass import process.

Deliverable: Data mapping requirements to support mass import process, software programs, verification procedures, and error reports.

Although the first implementation of the item and stimulus data mass import process will be to support the Pilot Test, the mass import functionality must be fully functional from that point forward.

2.E Application Deployment

The Contractor will install all necessary hardware, software, and applications according to the following schedule:

- August 2012
 - Deployment of the application to support item development for the Pilot Test.
 - This will include efforts to load items/tasks and their associated stimuli, multimedia, interoperability tagging (e.g. text-to-speech tags) and translations (Braille, languages); conduct SMARTER Balanced review processes; and edit items/tasks, stimuli, and all associated assets and attributes. Test items/tasks will be initially developed and stored using external application platform(s) and must be loaded into the new Item Authoring and Item Pool Application starting August 1, 2012.
 - This will also include functionality to support item development within the item bank system (item writing, multimedia fulfillment, item tagging, item review, expert and panel review) for the Field Test.
 - Deployment of the application to support item writing for the Field Test.
 - Please note that the current Michigan Item Bank system is already capable of handling item authoring and development of Selected Response items, Constructed Response items, Selected Response items with a Scoring Rubric, and Activity Based Observations.
- February 2013
 - Execution of the Pilot Test requiring data exchanges with the Test Delivery Application for computer based testing.
- March 2014
 - Execution of the Field Test requiring data exchanges with the Test Delivery Application for computer based testing.

Deliverable: Production environment ready to support mass data import, and end-user access to all required system functionalities, including all necessary hardware and software.

2.F Training

The Contractor must provide cost-effective end-user training for the Item Authoring and Item Pool Application. The training scope should include, at a minimum, the development of training materials and webinars for using all functionalities within the application. Vendors should propose training approaches that will scale to support the geographically dispersed Consortium.

Deliverable: End-user training

3. Ongoing Application Hosting and Maintenance

3.A Application Maintenance and Support

Beginning with delivery of the Item Authoring and Item Pool Application in August 2012, the Contractor will provide staff for enhancements and production support on the system as needed, in addition to the ongoing development activities for the remaining deliverables. The scope should include, but not be limited to, application management, help desk, systems enhancements, systems

maintenance, adaptive and preventive maintenance, performance maintenance, and documentation updates.

Deliverable: Detailed application maintenance and support

3.B Application Hosting

The Contractor must provide secure application hosting allowing for seamless access by all end-users. The hosting environment must provide integration with other SMARTER Balanced technology components, regardless of where those components may reside. The Vendor shall specifically comment on the physical facility, its security, its data protection and recovery plan, and the equipment used to host the web-based application, as well as the backup site.

Deliverable: Application and infrastructure hosting, systems management, disaster recovery, and security administration services.

Please note: For those vendor solutions that will leverage the Michigan Item Bank, Michigan has a strong preference for providing application hosting services for the development, QA, and production environment in order to facilitate collaboration and synchronization with Michigan's system changes. If your proposal is an enhancement to the existing Michigan Item Bank system, SMARTER Balanced may choose to use Michigan's hosting services instead of the contractor's hosting services.

3.C Knowledge Transfer, Transition, and Turnover

In preparation for contract completion on September 30, 2014, the Contractor must implement activities required to successfully turn over and transition the application to SMARTER Balanced or its designee. As part of the transition activities, the Contractor must provide cost-effective technical training on the administration, maintenance, and enhancement of the application. This technical training must include, but is not limited to, areas such as application configuration, database administration, integration management, data migrations, and software upgrades.

Deliverable: Fully transitioned application including knowledge transfer sessions and complete systems documentation.

4. Item Authoring and Item Pool Application Software

SMARTER Balanced is willing to consider three possible types of software solutions:

- a. A commercial off-the-shelf (COTS) product configured and customized to meet the SMARTER Consortia requirements.
- b. An enhancement of the Michigan Item Bank system
 - o Appendix D contains references to detailed functionality and design specifications on the Michigan Item Bank.
- c. A custom-built application

The Vendor must propose software that adheres to SMARTER Balanced's key technology priorities as described in Appendix C and that will fulfill the initial Consortium requirements as stated in Appendix A. Vendors must complete Appendix A, describing how the solution addresses each of SMARTER Balanced's requirements and acknowledge their obligation to incorporate the architectural elements defined in Appendix B. Upon request, the Vendor must demonstrate the Item Authoring and Item Pool application software.

5. Records of Decision Making

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

6. Annual Contractor Meetings

The contractor will be responsible for travel costs associated with four annual meetings supporting project-specific and cross-consortium contractor engagements. Contractors 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.

3. MANAGEMENT PROPOSAL

A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** – Vendors should provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
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 SMARTER Balanced vendors working in other related areas.
 - g. Ability to provide coherent web conferencing service for effective interactive online workshops for structure discussions or brainstorming with collaborating meeting attendees and to deliver engaging webinar presentations.

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 SMARTER Balanced'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 resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of OSPI.

B. Experience of the Consultant (SCORED)

1. Indicate other relevant experience that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract.
2. Include a list of contracts the Vendor has had during the last five years that relate to the Vendor's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. References (MANDATORY)

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

D. Contractor Intake Form (MANDATORY)

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

4. COST PROPOSAL (MANDATORY)

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 state government efforts to conserve state resources.

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

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

Cost should also be organized to identify the cost of each component identified in the proposal.

Please note: For those vendor solutions that will leverage the Michigan Item Bank, the Vendor must provide a specific cost breakdown of the hosting services. SMARTER Balanced needs to determine the hosting service cost and may choose to use Michigan's hosting services instead of the contractor's hosting services.

Section D. EVALUATION AND CONTRACT AWARD

1. EVALUATION PROCEDURE

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

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

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

2. EVALUATION WEIGHTING AND SCORING

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

Components of the Project:

	Description
Services	
1	Application Requirements
2	Application Development and Implementation Application Design and Development Quality Assurance and Testing Deployment and Training
3	Ongoing Application Hosting and Maintenance Maintenance and Support Application Hosting Knowledge Transfer, Transition, and Turnover
Products	
4	Item Authoring and Item Pool Application software – SMARTER Balanced is willing to consider three possible types of software solutions: A commercial off-the-shelf (COTS) product configured and customized to meet SMARTER Balanced's requirements. An enhancement of the Michigan Item Bank system A custom-built application

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

Technical Proposal – 69%		400 points
Application Requirements, Development, and Implementation (Services 1 and 2)		100 Points
Project Approach/Methodology and Workplan	50 points (maximum)	
Project Deliverables	50 points (maximum)	
Ongoing Application Hosting and Maintenance (Service 3)		100 Points
Project Approach/Methodology and Workplan	50 points (maximum)	
Project Deliverables	50 points (maximum)	
Item Authoring and Item Pool Application Software		200 Points
Management Proposal – 31%		180 points
Project Team Structure/Internal Controls	60 points (maximum)	
Project Management Deliverables	60 points (maximum)	
Vendor and Staff Qualifications/Experience	60 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 Consultant letter or e-mail is sent to the Vendor. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by the RFP Coordinator and Proposer.

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

5. PROTEST PROCEDURE

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

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

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

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

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

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

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

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

The final determination of the protest shall:

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

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

Section E. RFP EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Sample Contract
- Exhibit C Service Level Expectations 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 #xxx-xx- or Federal Identification # -
and
Unified Business Identifier # - -

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

I. DUTIES OF THE CONTRACTOR

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

[Include a brief description of the agreed upon services]

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

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

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

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

[List deliverables]

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

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

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

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

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

III. DUTIES OF THE SUPERINTENDENT

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

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

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

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

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

Schedule of Payments

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

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

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

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

and/or

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

IV. RENEWAL (OPTIONAL CLAUSE)

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

V. CONTRACT MANAGEMENT

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

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

VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

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

VII. APPROVAL

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

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

[Contractor Name]

Superintendent of Public Instruction
State of Washington

Signature Title

Sheryl Turner, Contracts Administrator

Print Name Date

Date

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

Approved as to FORM ONLY
by the Assistant Attorney General

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

EXHIBIT C

Service Level Expectations

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

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

Service Expectation	Metric	Remedy
Project Management		
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 paper documents are not logged, the assumption will be that the service level was not achieved.	\$5,000 per incident
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 edited materials is midnight Thursday, the draft materials must be delivered to the CONSORTIUM by 11:59PM (Pacific) Monday.	\$5,000 per incident
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
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- CONSORTIUM is invoiced for products or services that have already been paid for.	\$1,000 per incident

<p>After 5 business days of a request, CONTRACTOR will provide further detail on expenses or invoiced items that have been reported or are anticipated.</p>	<p>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.</p>	<p>\$2,500 per incident</p>

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

Collection of Remedy

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

Exhibit D

Attachment A Contract for Personal Services GENERAL TERMS AND CONDITIONS

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

of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

10. **Confidentiality.** The Contractor acknowledges that all of the data, material and information which originates from this contract, and the student assessment data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by the Superintendent or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.
11. **Copyright Provisions.** Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Superintendent. The Superintendent shall be considered the author of such Materials. If Materials are not considered "works for hire", Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

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

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

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

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

12. **Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of

securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

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

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

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

Contractor expressly agrees to indemnify, defend, and hold harmless the Superintendent for any claim out of or incident to Contractor's or subcontractor's performance or failure to perform the

contract. Contractor's obligation to indemnify, defend, or hold harmless the Superintendent shall not be eliminated or reduced by any actual or alleged concurrent negligence by Superintendent or its agents, employees, or officials.

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

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

20. **Insurance.**

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

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

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

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

payments owed by the Superintendent to the Contractor for the performance of this contract.

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

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each subcontractor.

Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

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

documentation of costs incurred or paid, or both as is otherwise provided for in the body of this contract under Duties of the Superintendent, and (2) Acceptance and certification by the Superintendent or designee of satisfactory performance by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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



Exhibit E

CONTRACTOR/GOVERNMENTAL ENTITY INTAKE FORM

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

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

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

EXHIBIT F Evaluation Criteria

RFP Evaluation Criteria and Rating System
Rate each criterion for an evaluation category. Based on the criteria, rate the category as: Beyond Adequate 50-36 – beyond adequate evidence of criteria; Adequate 35-1 – adequate evidence of criteria; Inadequate 0 – inadequate or no evidence of criteria. The number of points scored can range anywhere between the point definitions from the Inadequate rating to the Beyond Adequate rating.

Technical Requirements (400 points)

Application Requirements and Application Development and Implementation (Services 1 and 2) – Project Approach/Methodology (50 points)

<i>Criteria</i>		
<ul style="list-style-type: none"> • Proposal demonstrates clear understanding of the work necessary to implement this requirement. • The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished. • Proposal includes the use of continuous iterative software development methodology in the development of application requirements. • Proposal includes an appropriate plan for engaging state-level participation and the vendor community for substantive input on deliverables. • Proposal includes an appropriate plan for reviewing and updating requirements documents throughout the development process to ensure requirements are delivered in the final product. • The proposed work plan is complete and addresses the scope of the project. • The 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. • 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 SMARTER Balanced's needs. • Major dependencies within the schedule have been identified. • Overall work plan is well designed to achieve the stated outcomes. • Description of plan to monitor/measure outcomes is thorough. • There is a clear description of how progress toward and delivery of outcomes will be provided to SMARTER Balanced leadership. 		
<i>Rating</i>		
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Inadequate</i>
50-36	35-1	0

Application Requirements and Application Development and Implementation
(Services 1 and 2) – Project Deliverables (50 points)

<i>Criteria</i>		
<ul style="list-style-type: none"> • Deliverables are identified and clearly described. • Deliverables will meet SMARTER Balanced's needs. • Strategies for monitoring and measuring outcomes are spelled out and are appropriate. 		
<i>Rating</i>		
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Inadequate</i>
50-36	35-1	0

Ongoing Application Hosting and Maintenance (Service 3) – Project Approach/Methodology
(50 points)

<i>Criteria</i>		
<ul style="list-style-type: none"> • Proposal demonstrates clear understanding of the work necessary to implement this requirement. • The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished. • Proposal includes the use of continuous iterative software development methodology in the development of application requirements. • Proposal includes an appropriate plan for engaging state-level participation and the vendor community for substantive input on deliverables. • Proposal includes an appropriate plan for reviewing and updating requirements documents throughout the development process to ensure requirements are delivered in the final product. • The proposed work plan is complete and addresses the scope of the project. • The 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. • 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 SMARTER Balanced's needs. • Major dependencies within the schedule have been identified. • Overall work plan is well designed to achieve the stated outcomes. • Description of plan to monitor/measure outcomes is thorough. • There is a clear description of how progress toward and delivery of outcomes will be provided to SMARTER Balanced leadership. 		
<i>Rating</i>		
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Inadequate</i>
50-36	35-1	0

Ongoing Application Hosting and Maintenance (Service 3) – Project Deliverables (50 points)

<i>Criteria</i>		
<ul style="list-style-type: none"> • Deliverables are identified and clearly described. • Deliverables will meet SMARTER Balanced’s needs. • Strategies for monitoring and measuring outcomes are spelled out and are appropriate. 		
<i>Rating</i>		
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Inadequate</i>
50-36	35-1	0

RFP Evaluation Criteria and Rating System
Rate each criterion for an evaluation category. Based on the criteria, rate the category as: Beyond Adequate 200-121 – beyond adequate evidence of criteria; Adequate 120-1 – adequate evidence of criteria; Inadequate 0 – inadequate or no evidence of criteria. The number of points scored can range anywhere between the point definitions from the Inadequate rating to the Beyond Adequate rating.

A. Item Authoring and Item Pool Application Software – Products 4 (200 points)

<i>Criteria</i>		
<ul style="list-style-type: none"> • Ability to meet functional and system requirements as stated in Appendix A. 		
<i>Rating</i>		
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Inadequate</i>
200-121	120-1	0

Management Proposal (180 points)

RFP Evaluation Criteria and Rating System
Rate each criterion for an evaluation category. Based on the criteria, rate the category as: Beyond Adequate 60-46 – beyond adequate evidence of criteria; Adequate 45-1 – adequate evidence of criteria; Inadequate 0 – inadequate or no evidence of criteria. The number of points scored can range anywhere between the point definitions from the Inadequate rating to the Beyond Adequate rating.

A. Project Team Structure (60 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 for 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 are clear and are likely to produce effective responses. 		
Rating		
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Inadequate</i>
60-46	45-1	0

Project management deliverables (60 points)

Criteria		
<ul style="list-style-type: none"> Vendor describes clear and specific plan for completing each activity called for in the RFP. Vendor provides rationale for approach to completing each work element. Vendor describes explicit links between planned approach and required deliverables (e.g., logic model). Vendor suggests a creative approach that is worthy of consideration. Implementation of the proposed plan is likely to succeed. Vendor accurately identifies and describes all deliverables. Proposal presents appropriate plan for managing collaboration and communication among sub-contractors. Vendor describes how project management activities will be conducted and progress toward and delivery of outcomes will be provided to SMARTER Balanced leadership. Vendor defines strategies for escalating concerns and monitoring and mitigating risks. 		
Rating		
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Inadequate</i>
60-46	45-1	0

Vendor and Staff Qualifications/Experience (60 points)

<i>Criteria</i>		
<ul style="list-style-type: none"> • Project team proposed for each component of the work has the experience to successfully implement the proposal. • Project team proposed for each component of the work is adequately resourced to successfully implement the proposal. • Management proposed for each component of the work has the experience and resources to lead to success. • Relevant project team members have project management expertise. • Experience of Vendor with similar projects provides solid evidence of ability to meet SMARTER Balanced's needs. • Provided samples of work clearly illustrate that the proposed list of deliverables will meet requirements. • Vendor's staff has extensive experience with educational industry technology. • Vendor provides a substantial list of similar contracts for work on related projects. 		
<i>Rating</i>		
<i>Beyond Adequate</i>	<i>Adequate</i>	<i>Inadequate</i>
<i>60-46</i>	<i>45-1</i>	<i>0</i>

EXHIBIT G
Race to the Top Assessment Program

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

APPENDIX A

FUNCTIONAL and SYSTEM REQUIREMENTS ITEM AUTHORIZING and ITEM POOL APPLICATION

All Responders

Vendor shall provide deliverables, services, and staff and otherwise do all things necessary or incidental to provide the functionality required for SMARTER Balanced's business operations, in accordance with the requirements as set forth below. **All of these requirements are considered mandatory, including those that would be an enhancement to the Michigan Item Bank System.** The Vendor must respond with whether or not their proposed system complies with each requirement in Appendix A as follows:

Vendor proposing COTS solution

Note: In order for your bid response to qualify for the selection process, all requirements responses must be a Yes or a Yes with Modifications.

Vendor must respond in the table below with whether or not their proposed solution complies with each requirement as follows:

1. Check the box that applies to each requirement in the column labeled Yes, Yes with Modifications, or No.

- a. **"Yes" is defined as: The Vendor's solution complies with all aspects of the requirement and is currently a standard feature.**

In the comment box the Vendor must describe how their proposed solution complies with the requirement. If applicable, screenshots may be included as an appendix to show this functionality.

- b. **"Yes with Modifications" is defined as: The solution does not currently comply with the requirement but the Vendor will modify the solution through configuration, programming, or source code changes which, in the Vendor's opinion, would result in their solution reaching full compliance with the requirement.**

In the comment box the Vendor must describe the modification that will be made and how it will comply with the requirement. All such modifications are considered to be part of the solution being proposed and included in the bid price. If the modification will not be complete by the "go live" date, the Vendor must specify an anticipated date when the modification would be added to the solution, at no additional cost to SMARTER Balanced. SMARTER Balanced reserves the right to reject the Vendor's proposed date and consider the solution not in compliance.

- c. **"No" is defined as: The Vendor's proposed solution does not comply with all aspects of the requirement.**

In the comment box the Vendor must describe the impact of not meeting the requirement. Vendors that fail to meet requirements will NOT be considered for this award.

2. Fill in the column labeled Requirement Response (REQ Response) for each requirement with an A, B, C, D, or E, as defined below.

- A.** currently provided as a standard feature
- B.** not currently provided, but is a planned enhancement and will be added at no additional cost by the date specified in the comments box, and will be supported in future releases
- C.** not currently provided, but will be added at the additional cost detailed in the cost proposal and will be supported in future releases at no additional cost
- D.** not currently provided, but will be added at the additional cost detailed in the cost proposal and will require additional cost to transfer to future releases
- E.** not supportable

In the comment box the Vendor must provide any additional information related to the solution.

The Vendor response to each requirement should contain adequate information for SMARTER Balanced to evaluate without referencing responses to other requirements.

Vendor proposing custom-built solution

Note: In order for your bid response to qualify for the selection process, all requirements responses must be a Yes.

Vendor must respond in the table below with whether or not their proposed solution complies with each requirement as follows:

Check the box that applies to each requirement in the column labeled Yes or No.

- a. **“Yes” is defined as: The Vendor’s solution will comply with all aspects of the mandatory requirements and will be fully operational at the “go live” date.**

In the comment box the Vendor must reference the section of their proposal that documents how their solution meets these requirements, or provide information on how they will meet this requirement.

- b. **“No” is defined as: The Vendor’s proposed solution does not comply with all aspects of the requirement.**

In the comment box the Vendor must describe the impact of not meeting the requirement. Vendors that fail to meet requirements will NOT be considered for this award.

Vendor proposing enhancement to the Michigan Item Bank System solution

Note: In order for your bid response to qualify for the selection process, all requirements responses must be a Yes, or NA, if applicable.

Vendor must respond in the table below with whether or not their proposed solution complies with each requirement as follows:

Complete the box that applies to each requirement in the column labeled Yes or No, depending on the status of the requirement in the Michigan Item Bank System.

- a. **Requirement exists in the Michigan Item Bank System = “Yes”**
 - i. **No modification is required on the part of the Vendor.**
 - ii. **Place “NA” in the “Yes” column.**
- b. **Requirement exists in the Michigan Item Bank System = “Partial”**
 - i. **Functionality currently exists in the Michigan Item Bank System, but requires modification by the vendor to meet SMARTER Balanced requirements.**
 - ii. **“Yes” is defined as: The Vendor’s solution is an enhancement of the Michigan Item Bank System that will comply with all aspects of the mandatory requirements and will be fully operational at the “go live” date.**

The Vendor will modify the Michigan Item Bank System through configuration, programming, or source code changes which, in the Vendor’s opinion, would result in a solution reaching full compliance with the requirement.

In the comment box the Vendor must describe the modification that will be made to the Michigan Item Bank System to comply with the requirement. If applicable, screenshots may be included as an appendix to show this functionality.

- iii. **“No” is defined as: The Vendor does not plan to modify this functionality in the Michigan Item Bank System. Therefore, the proposed solution does not comply with all aspects of the requirement.**

In the comment box the Vendor must describe the impact of not meeting the requirement. Vendors that fail to meet requirements will NOT be considered for this award.

- c. **Requirement exists in the Michigan Item Bank System = “No”**
 - i. **Functionality does NOT currently exist in the Michigan Item Bank System – full enhancement required by the Vendor to meet SMARTER Balanced requirements.**
 - ii. **“Yes” is defined as: The Vendor’s solution is an enhancement of the Michigan Item Bank System that will comply with all aspects of the requirements and will be fully operational at the “go live” date.**

The Vendor will modify the Michigan Item Bank System through configuration, programming, source code changes, or adding modules, which, in the Vendor’s opinion, would result in a solution reaching full compliance to fully meet this requirement.

In the comment box the Vendor must describe how their proposed enhancement to the Michigan Item Bank System complies with the requirement. If applicable, screenshots may be included as an appendix to show this functionality.

- iii. **“No” is defined as: The Vendor does not plan to add this functionality to the Michigan Item Bank System. Therefore, the proposed solution does not comply with all aspects of the requirement.**

In the comment box the Vendor must describe the impact of not meeting the requirement. Vendors that fail to meet requirements will NOT be considered for this award.

ID #	Requirement	COTS	Development of a new system	Enhancement of the Michigan Item Bank
	Please describe your approach for providing a solution: (1) utilization of a COTS product, (2) development of a new custom system, or (3) enhancement of the Michigan Item Bank System.			

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
	Design There are four (4) functional aspects expected from this system: item/task/stimuli development, test form development, psychometric information, and dynamic reporting/querying.						
	Item Development (see Item Development and Context Development Process Flows in Appendix D)						
1	<p>Item Authoring and Item Pool Application must facilitate within one web-based system that support Multi-Tenancy, the workflow functionality to track the creation, development, review, and approval processes of items, tasks, and stimuli for inclusion in the item/task selection pool for Consortium summative and interim assessments.</p> <p>Refer to the following documentation in the appendices:</p> <ul style="list-style-type: none"> • Item Development Process Flow in Appendix D • Context Development Process Flow in Appendix D • Use Case Specifications for minimum requirements: <ul style="list-style-type: none"> • UC_06 – Item Workflow • UC_07 – Context Workflow • UC_13 – Media Workflow 	Partial					Michigan IBS may require enhancement to support Multi-Tenancy.

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
2	<p>System must have role-based security/authentication features.</p> <p>Users can only perform actions based on their assigned role(s).</p> <p>Users can only access Programs/Content/Grade Levels to which they have been granted access.</p> <p>System must provide functionality to manage users.</p> <ul style="list-style-type: none"> See Use Case Specification: UC_10 – Manage User Profile 	Yes					
3	<p>System must provide a work queue structure for users to access items that are pending their action in the process flow.</p> <p>Users need to be able to filter and sort the items in their work queue.</p>	Yes Partial					Users are able to filter, but they are not able to sort the items in their work queue — enhancement required to allow sorting (ER).
4	System needs to display item inventory based on a configurable and multi-tiered filter, including authoring entity, item type, item maturity, and standards, for all items in the development process as well as those in the item pool.	Yes					
5	<p>System needs to include a configurable library of item authoring supporting documents, including Item Specifications, Common Core State Standards (CCSS), Scoring Rubrics, and Reporting Groups, that are accessible, dynamic, and can be distinct for individual states as needed. System must support linking items/tasks to the Item Specifications version, CCSS, Scoring Rubrics, and Reporting Groups.</p> <ul style="list-style-type: none"> For minimum requirements, see Use Case Specification: UC_09 – Manage Content Standards and Taxonomy 	Partial					<p>Michigan IBS requires enhancement to link to Item Specifications.</p> <p>Michigan IBS requires enhancement to add Reporting Groups.</p>

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
6	<p>System needs to support the following item and stimulus types stored in non-rendered format suitable for efficient storage and dynamic rendering:</p> <ul style="list-style-type: none"> • Selected Response • Selected Response with answer options and a scoring rubric • Constructed Response • Activity Based Observation • Technology Enhanced • Performance Task Clusters • Stimuli that support and can be linked to multiple items • Paired Stimuli and Stimuli Clusters with items linked to the pair or cluster 	Partial					<p>Michigan IBS requires the following modifications:</p> <ul style="list-style-type: none"> • Performance Task Clusters • Technology Enhanced items • Stimuli Clusters (functionality for Paired Stimuli and cross-text questions already exists)
7	<p>System needs to provide templates for assigning items/tasks/stimuli that permit SMARTER Balanced to assign items/tasks/stimuli based on specific criteria.</p> <p>Templates for item/task/stimulus assignment must incorporate item specifications to facilitate the item authoring process.</p> <p>System needs to provide capability to assign a single item/task/stimulus or multiple items at a time to writers based on program, subject area, grade level (or grade span), curriculum standard/expectation, and due date.</p> <p>System must support sending notification of the assignment via e-mail to the item writer.</p> <p>Consortium needs flexibility to reassign one or more items/tasks/stimuli.</p> <ul style="list-style-type: none"> • For minimum requirements, see Use Case Specification UC_02 – Assign Item 	Partial					<p>Will require additional UI templates to support Technology Enhanced items</p> <p>May require UI template modification to support SMARTER Balanced item specifications</p>
8	<p>When an item/task/cluster/stimulus is assigned, system must assign a unique identifier for each item/task/cluster/stimulus and link the Item Specifications version to the item/task/cluster/stimulus.</p>	Yes					<p>May require modification to support Performance Task Cluster linking (if linking more than two stimuli)</p>

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
9	<p>Item writers must be able to access their work queue and complete their items/tasks within the web-based application.</p> <ul style="list-style-type: none"> • See Use Case Specification UC_03 – Submit Item in Appendix D • System must provide capability for item writers to save their work in draft form in the system until they are ready to submit the item/task/stimulus. • Item writers must be able to access the applicable Item Specifications document within the Item Authoring Application. • Item Specifications version must be maintained as part of the item history. • If the Item Specifications version is updated, then the system must flag items with a previous specification version for review, and send notification to SMARTER Balanced or item writer depending on the stage of development. • System must provide capability to link multiple items/tasks/stimuli to create a single performance task cluster 	Partial					<p>Michigan IBS will require enhancement to support the Item Specifications:</p> <ul style="list-style-type: none"> • Access during item writing • Item Specifications version control <p>Michigan IBS will require modification to support Performance Task Clusters if the Performance Task Clusters contain more than two stimuli.</p>
10	<p>Items/tasks/stimuli may require multimedia to be linked to or retrievable by the item. The various types of multimedia that may be required are:</p> <ul style="list-style-type: none"> • Graphics • Audio • Video • Computer Simulations • Technology Tools (e.g., calculator, drawing tool, drag and drop, hot spots) • Any combination of the above 	Partial					<p>Michigan IBS will require enhancement to support computer simulations and technology tools for Technology Enhanced items.</p> <p>Michigan IBS was built to support video, but that functionality was not activated.</p> <p>Need to ensure that items/tasks/stimuli can support any combination of multimedia</p>

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
11	<p>System needs to provide the item writer with the capability to provide a conceptual description of required multimedia to be fulfilled by applicable user (graphic designer, technology specialist, etc.)</p> <p>System needs to provide the item writer with the capability to include sketch or URL reference in addition to text.</p> <p>Conceptual description will remain a part of the item version history.</p>	<p>Yes</p> <p>Partial</p> <p>Yes</p>					<p>Michigan IBS requires enhancement to support inclusion of sketch.</p>
12	<p>Writers must be able to submit items/tasks/stimuli in the web-based system for review and approval by SMARTER Balanced. Item Writers must certify during the item/task submission process that the item/task complies with all applicable Item/Task Specifications.</p> <p>Stimuli must complete SMARTER Balanced review and approval process before items can be assigned to the stimuli.</p> <ul style="list-style-type: none"> • System must support linking of items to a single stimulus, or to multiple stimuli (cross-text, performance tasks). 	<p>Yes</p> <p>Partial</p>					<p>Michigan IBS requires update to item writer certification UI screen to include Item/Task Specification certification.</p> <p>Michigan IBS needs enhancement to support linking more than two stimuli.</p>
13	<p>System must provide Consortium with capability to track the performance of each individual item writer.</p> <ul style="list-style-type: none"> • Performance Statistics <ul style="list-style-type: none"> ○ Quality ○ Timeliness • State or vendor affiliation 	<p>Yes</p>					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
14	<p>Application must provide capability for a mass import of items/tasks/stimuli from multiple sources that meet the specifications of the Item Authoring and Item Pool Application at the point of entry into the system.</p> <p>The mass import/upload must occur at this point in the process flow (same point as any submitted item) to allow for SMARTER Balanced review and revision process to occur within the system.</p> <p>System must provide for committee review bypass capability pending maturity of the item when it is imported into the system. SMARTER Balanced policy has not yet been defined as to when the review processes may be bypassed, but the system is required to have the bypass functionality for each review process.</p> <p>The import file must include data fields for review history in the event that the item meets criteria to bypass one or more of the review processes.</p>	No					Michigan IBS requires enhancement.
15	<p>Item Authoring and Item Pool Application must be able to route the submitted items/tasks/stimuli to SMARTER Balanced review.</p> <p>SMARTER Balanced reviewer must have capability to accept the item for further development, route the item back to the item writer with comments for revision and re-submission, or reject the item.</p>	Yes					
16	<p>When the item is accepted for further development, the system will route the item to media and/or technology fulfillment.</p> <p>Items routed for media/technology fulfillment must be able to be assigned to a graphic designer or technology specialist.</p> <p>The system must provide capability to re-assign media/technology fulfillment requests.</p>	Partial					<p>Michigan IBS requires enhancement to support a possible new user role for technology fulfillment.</p> <p>Michigan IBS also requires modification to support reassignment of multimedia from one designer to another.</p>

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
20	<p>The Item Authoring and Item Pool Application must support the committee review process within the web-based system.</p> <p>Committees may meet simultaneously. The system must support the following initial item committee review processes:</p> <ul style="list-style-type: none"> • Bias and Sensitivity Review • Content Advisory Review • Accessibility Review <p>Each committee will have one Facilitator and multiple members.</p> <p>The Committee Facilitator will assign committee members to review items/tasks/stimuli.</p> <p>Committee members must be able to preview each of the items in their work queue and provide feedback, They must also be able to make a recommendation to accept, reject, or revise, and provide suggestions for revision, but they may not edit the item. Committee members may only view their own comments and feedback.</p> <p>The Committee Facilitator must be able to view the review status and feedback for each committee member and each item/task/stimulus being reviewed. The Facilitator is able to facilitate discussion based on the review comments and recommendations, and to enter a consensus recommendation in the system for each item/task/stimulus under review. The facilitator can also close the review process at the individual item/task/stimulus level.</p> <ul style="list-style-type: none"> • For minimum specification requirements, see Use Case Specification: UC_11 – Committee Review 	Yes					<p>Michigan IBS will require enhancement to provide committee members access to the Item Specifications linked to the item/task while reviewing the item.</p>

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
21	<p>At the completion of the committee review process, the system will route the item back for Consortium review.</p> <p>Based on the comments or suggestions made by the committee members, SMARTER Balanced may approve the item/task/stimulus, revise the item/task/stimulus, or reject the item/task/stimulus.</p> <p>The various review and approval processes may happen at different stages of the item development and item pooling processes, depending on the item type, item maturity, and test administration type.</p>	Yes					
22	<p>During the item development stage, if an item/task/stimulus is rejected, the item/task/stimulus should be flagged as "Do Not Use."</p> <p>This item/task/stimulus must be stored in the system, but must not be available for further development or for inclusion in the item selection pool.</p>	Yes					
23	<p>Consortium staff or item writers must be able to revise and resubmit the items/tasks/stimuli if the review committee suggests doing so.</p> <p>System must continue to maintain the version history of the item throughout its development process.</p>	Partial					Michigan IBS will require modification to route the item back to the original item writer – currently any modification to an item after committee is done by the content lead.
24	<p>If the item is accepted after committee review, there should be a final Consortium review for validation that the item/task/stimulus meets current item specifications and has all applicable tags. Items become available in the applicable item pool (banked) for test selection at this point.</p>	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
25	<p>System must have version control capabilities.</p> <p>System must maintain the history of each item/task/stimulus as it routes through the system, documenting changes in each version, including but not limited to: created by, comments and commented by, updated by, rejected by, approved by, and date and time stamps.</p> <p>The history of the item — each version — must be viewable in the system and can be exported to CSV format.</p>	Yes					
26	<p>Mass export function to allow export of items. Data dictionary will define the mass export data fields and formats.</p> <p>Member states need to be able to specify date in order to obtain an export of all items that have been modified since that date.</p>	No					Michigan Item Bank will require enhancement to support this functionality.
27	<p>Based on the type of the assessment, SMARTER Balanced may pilot-test or field-review banked items. All the banked items must be stored in the Item Authoring and Item Pool Application in the applicable pool.</p> <p>SMARTER Balanced will make a decision on an item/task basis to either field-review or pilot-test the items, or go directly to field testing (see step #28).</p>	Yes					
28	<p>System must provide capability for an item or task to be field-reviewed or tested in a cog lab for feedback. This functionality is very similar to a committee review, but on a larger scale with direct feedback into the system by the field reviewer or the administrator of the cog lab.</p> <ul style="list-style-type: none"> For additional specifications, see Use Case Specifications UC_12 – Field Review 	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
29	<p>If the item is administered on a pilot test, the system must have a provision to add the item statistics from the pilot test administration. This data will be imported into the system, must be linked to the item, and must be stored in the Item Authoring and Item Pool Application in a dynamic statistics table as Pilot Test Item Statistics. Statistics to be included will be defined by SMARTER Balanced and the Psychometric Services provider</p>	Yes					
30	<p>The Item Authoring and Item Pool Application must be able to route the pilot-tested items to the data review committee members.</p> <p>The data review committee members must be able to view the items and item statistics and make comments or suggestions – but not edit the items.</p> <p>The data review committee must also have a Committee Facilitator role/functionality, as specified in step 20.</p> <p>The data review committee functions in the same way as the initial review committees with the exception that it is reviewing the item performance statistics from the pilot test administration to determine item validity for :</p> <ul style="list-style-type: none"> • Content • Bias and Sensitivity • Accessibility 	Yes					
31	<p>Based on the comments or suggestions made by the data review committee members, the system must be able to route the item for applicable revisions within the system if needed, and then route the item/task for field testing or use as an operational item.</p> <p>The system must also provide for the item to be rejected following the data review. Rejected items should be stored in the Item Authoring and Item Pool Application, but should not be available for use.</p>	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
34	<p>Based on the comments or suggestions made by the data review committee members, SMARTER Balanced must be able to route the item through the system in one of the following ways:</p> <ul style="list-style-type: none"> • Approve the item/task for operational assessment use and route to the operational item/task pool • Route the item for applicable revisions within the system and either route to the operational pool or route to the field test pool for re-field testing <p>The item ID will remain the same, but the item version will change with each revision, the maturity will change as the item moves through the life cycles, and each set of statistics will be stored linked to the item version and test administration.</p> <ul style="list-style-type: none"> • Reject the item following data review. The item will remain in the Item Authoring and Item Pool system, but will not be available for use. 	Yes					
35	System must have a provision to add the statistics of the item from the operational test administration. This data must be linked to the item version and test administration in the Item Authoring and Item Pool Application.	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
36	<p>Consortium must be able to use the operational items for future testing until they are coded as no longer relevant or released. All released items must be marked as "Released" They are no longer treated as secure items and must not be available for future summative assessments. But all items must remain in the system and in a searchable status.</p> <p>Released items will be actively used in the interim system. They will need to retain their operational properties (rendering, statistics, etc.)</p>	Yes					
37	System must have flexibility to move an item across programs (from Summative to Interim Benchmark or Formative Instruction); across grade levels/spans; or from and to state-specific item/task/stimulus pools.	No					Michigan IBS requires enhancement to support transfer of an item across programs or grade levels.
38	<p>As part of the history of the item, the system must also maintain dates of the pilot, field, and operational test administrations along with the statistics for each of the test administrations.</p> <p>Every administration will produce a set of unique statistics, and the Item Authoring and Item Pool Application must be able to store these statistics and recall them on demand. The system must also have the capability to retrieve image(s) of the item (plus date and form last used) from prior test administrations.</p> <p>Retention business rules to be defined based on SMARTER Balanced policy</p>	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
<u>Test Development</u>							
39	Refer to the following documentation in the appendices: <ul style="list-style-type: none"> • Test Development Process Flow in Appendix D • Use Case Specifications for minimum requirements: <ul style="list-style-type: none"> • UC_04 – Manage Blueprint and Layout Template • UC_05 – Test Form and Test Map • UC_08 – Test Form Development Workflow 	Yes					
40	SMARTER Balanced must be able to dynamically create test packages for all summative and interim assessments, including pilot and field tests and fully operational administrations, based on the test blueprints. Fixed test form exports used for paper/pencil based administrations will also require functionality for test layout, and test forms (or collections of items in specified order). The blueprints (and fixed test forms) with associated statistics must be able to be stored and retrieved within the test development portion of the system. Fixed form tests are viewed as a special case of adaptive tests with a limited pool. The consortium must support paper/pencil based testing for a three year period.	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
43	<p>The Item Authoring and Item Pool Application must have the capability to auto-select items/tasks from the applicable item banks to create pools that support the content and process specifications of the test blueprints.</p> <p>Consortium users must be able to:</p> <ul style="list-style-type: none"> • identify the algorithm used in this test package (algorithm is built in the adaptive engine); • assess the statistical characteristics of the auto-selected items; • store the results of the test simulation and pool analysis for this test package • for fixed form tests, view and replace auto-generated items, with the capability to view and select from available items that meet blueprint specifications; and • for fixed form tests, view and rearrange items in the test map. <p>The system must generate and display the projected item characteristic curves for the selected operational items in the test item pool and for each form within the test map for paper/pencil based tests.</p>	Partial					Michigan Item Bank may require modification to support Adaptive Testing blueprint.
44	<p>The blueprints, (form layouts, test maps, and test forms for fixed form tests) must be able to be stored and retrieved within the system.</p> <p>The system must also provide the flexibility to:</p> <ul style="list-style-type: none"> • copy an existing blueprint or test map; • copy an existing blueprint and make changes that would specify a different item pool • copy an existing fixed form test map and replace specific items; and • create filters to exclude items from existing blueprints or test maps. 	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
45	System must have a workflow capability to allow users to review, modify, and approve the test blueprint package, or fixed form test maps. Approval levels need to include Content Lead, Psychometric Lead, and Data Quality Management.	Yes					
46	System must have version control capabilities so that users can make changes to an item as it matures, but system must preserve and retrieve the version of an item as it appeared in a specified test package or on a specified fixed test form.	Yes					
47	<p>Once the test maps have all the required approvals, the system will generate an XML export of the elements of each unique item within the test map for creation of a OnePer of the item.</p> <ul style="list-style-type: none"> All the associated information for the item (graphics, directions, statistics, etc.) must be included in the OnePer XML export. <p>A OnePer is a single item composed in PDF form for appearance in a paper/pencil test booklet.</p> <p>The system workflow must provide for dual review and approval of the OnePer. This OnePer will be uploaded into the Item Authoring and Item Pool Application for export in each test form that it appears in.</p> <p>The OnePer ensures that an item will appear consistently in every form within a test map and for every test administration using that version of the item.</p>	Partial					Michigan IBS will require enhancement to support rendering of items for online testing, including the appearance of animation and manipulatives.

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
48	<p>When the OnePers have been approved in the system work flow, the system will generate an XML export of the pre-production materials including:</p> <ul style="list-style-type: none"> • Test forms • Reader scripts <ul style="list-style-type: none"> ○ English ○ Spanish ○ Arabic • Audio files • Item descriptors • Copyright/source Information • Braille notes • Item-specific scoring rubrics <p>The system must be able to produce a press-optimized version of test booklets, which will be exported for printing.</p>	Yes					<p>Note: SMARTER Balanced may determine that Reader Scripts need to be provided in additional languages. Additional languages have not yet been defined as a requirement for production of Reader Scripts.</p>
49	<p>Following test administration, item statistics will be uploaded into the Item Authoring and Item Pool Application for future use of the item.</p>	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
Psychometric Information							
50	<p>System must provide item statistics associated with establishing item parameters and any other statistics used to approve the item as operational. In addition, response information is dynamically collected so that item statistics can be generated after the item becomes operational. Psychometricians should be able to define the item stats they want to track based on their needs.</p> <p>Each item may have many DIF fields, but the DIF categories could vary by examinee groups established by users.</p> <p>The Item Bank system must allow a variety of item statistics to be stored, and provide the user flexibility in choosing the item statistics to be viewed in the User Interface (UI) screens and reports.</p> <p>The Contractor will work with the Psychometric Services provider and the SMARTER Balanced review committees to design this interface.</p>	Partial					Michigan IBS will require enhancement to support dynamic statistics in the UI screens and reports.

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
51	<p>Adaptive item statistics are derived from item responses collected across test packages. The response data harvesting and storage is outside the scope of this RFP, but there will be additional data fields required in the item statistics table unique to Computer Adaptive Testing, (e.g. student response time, rendering time)</p> <p>Consortium Psychometricians must be able to perform various statistical analyses on the items based on the statistics received from specific test events, administrations (pilot, field, and operational). Some of the analyses may be conditioned on various student characteristics (e.g., ethnicity, gender, socioeconomic status), whereas some may be based on the entire sample or on specific administration cycles.</p> <p>Additional calibration information will need to be captured along with the statistics. This information will include when the items were calibrated, with what items, sample size, and source of sample. When items are recalibrated, old values should be retained in addition to the new values.</p> <p>The system must support functionality to display graphical representations of item statistics, such as Item Characteristic Curves and Item Information Curves</p>	Partial					Michigan IBS will require enhancement to support additional statistics required for Computer Adaptive Testing, and dynamic statistics selection for UI screens and reports.

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
	<p>The specific item statistics fields will be defined by SMARTER Balanced.</p> <ul style="list-style-type: none"> • Item standard deviations • Item p-values and adjusted p-values • Adjusted item–total score correlations for both the correct and incorrect responses • For constructed response items (or any item type scored against a rubric), the percentage of students in each score level (N counts used to determine those percentages) • Item Response Theory (IRT) parameters (appropriate for 1-PL, 2-PL, 3-PL, Partial Credit Model, Generalized Partial Credit Model, Rating Scale Model, and/or Generalized Rating Scale Model), as well as an indicator of the model used for calibration • Item exposure statistics • Additional calibration information will need to be captured along with the statistics. This information will include when the items were calibrated, with what items, sample size, and source of sample. When items are recalibrated, old values should be retained in addition to the new values. • Graphical representations of item statistics, such as Item Characteristic Curves and Item Information Curves • Differential Item Functioning (DIF) statistics and graphics • Item fit statistics • Capacity to add additional item statistics • For all statistics, the sample size for each calculation as well as the source of the sample should be tied to the statistic. 						

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
52	<p>The Contractor will work closely with the Psychometric Services vendor to devise a set of test level results and statistics.</p> <p>Anticipated test form characteristics based on the statistics of the operational items selected include, but are not limited to, projected and empirical Test Information Functions, projected Conditional Standard Error Curves, Test Characteristic Curves, Raw-To-Scale-Score lookup tables (for fixed form tests), projected and empirical marginal reliability (based on conditional standard error), and comparisons to previous versions of assessments to enhance quality.</p> <p>Test level statistical information will include information from simulations run on test packages prior to operational deployment. The Contractor will work closely with the Psychometric Services and Simulation Contractors to devise the data systems that support storage and retrieval of these statistics.</p>	Partial					Michigan IBS may require enhancement to support item statistics for CAT test packages
Dynamic Reporting and Querying							
53	<p>Users, based on their access permission, must be able to search items by giving a specific value, a range of values, or a phrase; or a wild card value, etc.</p> <ul style="list-style-type: none"> • For minimum specification requirements, see Use Case Specification UC_01 – Search Item. 	Yes					UI screens may require enhancement to meet SMARTER Balanced needs TBD.

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
54	<p>Users should be able to query the system and pull reports for the following:</p> <ul style="list-style-type: none"> • Item/task/stimulus inventory • Item writer production – see step 13 • Committee reviews • Statistical reports • Item cards • Found data sets (based on queries) • Orphaned items • Change logs • Audit logs <p>System must provide capability for ad hoc reporting.</p> <ul style="list-style-type: none"> • See Reporting Requirements document in Appendix D for additional specifications. 	Yes					<p>May require enhancement to meet SMARTER Balanced needs TBD. See existing Michigan Item Bank Reporting Specifications document in Appendix D.</p>
55	<p>The standard (i.e., regularly scheduled, recurring) reporting environment allows:</p> <ul style="list-style-type: none"> • Standard reports to be scheduled, executed, viewed online, printed (centrally or remotely), and dispersed (including the use of report distribution management software) • SMARTER Balanced to control the information that appears on standard reports so that data security is maintained 	Yes					
56	<p>The system provides:</p> <ul style="list-style-type: none"> • Methods for retaining and modifying previously built queries • Security and control mechanisms that limit the abuse of ad hoc queries (e.g., attempted access to restricted data, attempted execution of a query that would run for several hours, etc.) 	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
	Additional SMARTER Balanced Requirements						
57	<p>The Item Authoring and Item Pool Application must provide separate environments for the Summative and Interim Assessments.</p> <ul style="list-style-type: none"> Summative Assessment items must remain secure. Interim Assessment items must be available to SEAs. <p>System must provide flexibility to move an item across programs (from Summative to Interim Benchmark or Formative Instruction); across grade levels/spans; or from and to state-specific item/task/stimulus pools.</p>	No					
58	Enemy item tagging	No					
59	Copyright and digital rights management	Partial					<p>Michigan IBS contains data fields for source and copyright information for stimuli; will require modification for copyright management on items/tasks/media ;</p> <p>Enhancement required for digital rights management</p>
60	Functionality to support Readability Index	No					
	Systems Architecture						
61.	The proposed system employs secured web-based architecture with an intelligent workstation client accessing a central database through an application web server.	Yes					
62.	The proposed system shall operate efficiently with MS Internet Explorer 8.x or higher; Firefox 6.x or higher; Safari 3.x or higher; and Google Chrome 10.x or higher.	Partial					Michigan IBS will require enhancement to support external user roles on browsers in addition to Internet Explorer.
63.	The system is fully self-contained and capable of being operated by SMARTER Balanced with no dependency on Vendor services for its routine operation.	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
64.	The system is an open system, with no dependency on the use of specific models or models of equipment operating systems.	Optional					Michigan IBS has been built on the .net framework.
65.	The proposed system will use a modular framework as part of the main solution, meaning a set of components, wizards, classes, and libraries that minimize programming required to modify or customize the system.	Yes					
66.	Development of the system must be structured. It must be possible to make use of version control and a fully scriptable build and deployment process.	Yes					
67.	Less than two-second response time from the time the web server receives the request and renders a response back to the web server. (Response time from the web server to and from the host machine is not within SMARTER Balanced control..	Yes					complex processes may be excluded from this two second response time requirement (e.g. auto selection of test items to fulfill blueprint requirements)
Software Licensing							
68.	The software license is for perpetual use for a fixed fee encompassed entirely in this contract without additional future royalties or service fees, except potentially for ongoing software maintenance that may be provided by other contractors subject to the discretion of SMARTER Balanced.	Yes					All enhancements to the Michigan IBS through this contract must be open and unrestricted license of the source code to SMARTER Balanced
69.	Open and unrestricted license of the Source code for SMARTER Balanced	Yes					
Programming Standards							
70.	The system offers Application Programming Interfaces (APIs) that enable SMARTER Balanced to develop custom interfaces.	Yes					
71.	The Vendor uses coding standards and code reviews to ensure that the development team follows these coding guidelines to facilitate the readability of the source code and to make software maintenance easier.	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
Security/Access Control							
72.	The system must ensure that the integrity and confidentiality of data is protected by safeguards to prevent release of information without proper consent.	Yes					
73.	The system provides security at database, workstation, and individual operator levels.	Yes					
74.	The system provides secure access control based upon unique user login.	Yes					
75.	The system checks each user's access privileges at login, and automatically disables or enables client functions (in real time) based upon the user's profile.	Yes					
76.	The system provides federated identity management capability.	Optional					Michigan IBS does not utilize federated identity management security.
Security/Password Controls							
77.	The system provides an enforced, configurable minimum length for passwords.	Yes					
78.	The system provides an enforced requirement for user passwords to be automatically prompted for change after a configurable, defined period has passed, such as 30, 60, or 90 days.	Yes					
79.	The system provides users with the capability to change their own passwords.	Yes					
80.	The system disables user IDs for a configurable time frame after a specified number (configurable) of consecutive invalid login attempts.	Yes					
81.	The system enters passwords in a non-display field.	Yes					
82.	The system encrypts passwords when they are routed over the network.	Yes					
83.	The system encrypts passwords in system storage.	Yes					
84.	The system allows for web-based self-service password reset functionality.	Yes					
Security/Activity Logging							
85.	The system logs unauthorized access attempts by date, time, user ID, device, and location.	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
86.	The system maintains an audit trail of all security maintenance performed by date, time, user ID, device, and location, with easy access to information.	Yes					
Edit and Validation Control							
87.	The system includes comprehensive field edits to prevent incomplete or incorrect data from entering the system.	Yes					
88.	The system ensures data integrity.	Yes					
Environment							
89.	<p>For any hosting proposals, the Vendor will provide effective physical security measures for all proposed equipment sites, all processing and operations areas, and secured storage areas through a card key or other comparable system. At a minimum, the Vendor will:</p> <p>Restrict perimeter access to equipment sites and to Consortium-specified processing and storage areas through a card key or other comparable system; and</p> <ul style="list-style-type: none"> • Provide accountability control to record access attempts, including attempts of unauthorized access. • Include additional physical security features designed to safeguard site(s) through required provision of fire-retardant capabilities, as well as other electrical alarms, monitored by security personnel on a twenty-four (24) hours a day, seven (7) days a week basis. • Maintain a current annual security rating as audited by an independent third party auditing firm that certifies that the Vendor meet federal and Consortium guidelines for the handling of confidential data. 	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
Interfaces							
90.	The system has the ability to exchange data with other systems using the following mechanisms: online application to application, web services interface, FTP and SFTP, to and from magnetic media, and using data interface utilities.	Partial					Michigan IBS includes XML export of item assets, but would require enhancement to provide mass data exchange.
91.	The system must provide data exports and imports for statistical software.	Yes					
Capacity							
92.	Must be able to accommodate scale of Consortium end users, such as item writers, content leads, and review committees for item development.	Yes					
System Auditing							
93.	The system has the ability to maintain a historical record of all changes made to any item within the system (e.g., data element, business rule, process control, software program), the ID of the person or process that made the change, the before images of the affected data records, and the date and time the change was made.	Yes					
94.	The system must ensure that all system events for software, hardware, interfaces, operating system, network, etc., are written to a system event log in a manner that facilitates debugging of all system problems.	Yes					
95.	The system has the ability to identify and track data back to its input source (e.g., imaged document, keyed from form, interface file, etc.).	Partial					Michigan IBS tracks all entries by users. Enhancement required to document source of mass upload.
96.	The system has the ability to audit all overrides of edits and audits and identify the login ID, date, and time.	Yes					
97.	One person responsible for making changes in item development at a time. Others can only view.	Yes					
Error Handling							
98.	The system must ensure that all errors are written to an error log.	Yes					

ID #	Requirement	Included in Michigan Item Bank System	YES	YES, WITH MODIFICATIONS	NO	REQ. RESPONSE (A, B, C, D, E)	COMMENTS
99.	The system must allow for an administrator to view, filter, sort, and search the error log.	Yes					
	Backup and Recovery						
100.	The system has the ability to provide point-in-time recovery of data to the last completed transaction.	Yes					
101.	The system has the ability to allow for continued use of the system during backup.	Yes					
102.	The system has the ability to provide a complete backup and recovery process for all database tables and system files.	Yes					
103.	The backup and archival features of the system proposed can be initiated automatically or by manual request.	Yes					
	Availability						
104.	24-hour availability on weekdays	Yes					
105.	Maintenance on weekends	Yes					

APPENDIX B

TECHNICAL ARCHITECTURE COMPLIANCE ITEM AUTHORIZING AND ITEM POOL APPLICATION

The Contractor will need to deliver a solution that accommodates the SMARTER Balanced architecture and interoperability standards that will be established by the IT Systems Architecture, scheduled to be completed by January 2012.

Since the architecture is not yet defined, Vendors should acknowledge their obligation to incorporate the following elements in their solutions but are not expected to specifically address meeting Consortium technology platform requirements in their proposals.

1. The system server will be compatible with SMARTER Balanced's technical architecture and is sized suitably for SMARTER Balanced.
2. The relational database management system will support SMARTER Balanced's database, data storage, and archiving requirements as defined by SMARTER Balanced's technical architecture.
3. All computer information systems and applications operate in a secure manner and comply with SMARTER Balanced's IT Security Standards.
4. The software operates in a recognized server hardware and software operating environment as defined by SMARTER Balanced's technical architecture.

APPENDIX C

KEY PRIORITIES Assessment System Technology Architecture

SMARTER Balanced is currently working with a systems architect to develop the technology strategy and architecture that will be the basis upon which all system development activities will be performed. Therefore, the vendor proposing on the Item Authoring and Item Pool Application must demonstrate a strong understanding of assessment system functions; state, district, and local schools' technology environments; and open-license and open-source technologies.

Given the complex challenges, SMARTER Balanced is seeking a Contractor(s) that will provide innovative thinking to address the following key priorities.

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

- h. Member State Cost of Ownership. The CONSORTIUM is committed to building an Assessment System with a low cost-of-ownership model for the member states. To this end, the CONSORTIUM is planning to spend a large amount of funding for the initial technology build-out, which should translate into a low amount of funding for maintenance and enhancements.
- i. Varying Levels of State and Local Technology Capability. Within the CONSORTIUM, there is considerable variance of in technology capability, from low to high levels of capability. Some states and their associated districts and local schools may not have the ideal processing power of modern PCs/devices, and LAN and network bandwidth may be limited. A technology approach must be developed to be able to maximize capabilities for states with high levels of technology capability as well as states with the lowest level of technological capability.

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

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

staff. The substantive content (e.g., items) must be associated with meta-data that describes any changes that will be made to the content, display, or input method necessary to provide appropriate accommodations support to the student. In addition, the overall approach must leverage the use of computer-based accessibility tools, driven by an item tagging system that will control and ensure appropriate application of those tools.

- p. Innovation and creative solution. SMARTER Balanced is seeking innovative and creative solutions for improving the assessment system workflow, resulting in increased efficiency and productivity for end-users and administrators.

APPENDIX D

MICHIGAN ITEM BANK REFERENCE DOCUMENTATION ITEM AUTHORIZING and ITEM POOL

Process Flows

- Context development process flow FINAL
- Item development process flow FINAL
- Statistic Upload Process
- Test development process flow FINAL

Use Cases

- UC 01 Search Item
- UC 02 Assign Item
- UC 03 Submit Item
- UC 04 BluePrint
- UC 05 TestForm and Test Map
- UC 06 Item Workflow
- UC 07 Context Workflow
- UC 08 Test Form Development Workflow
- UC 09 Manage Content Standards and Taxonomy
- UC 10 Manage User Profile
- UC 11 Committee Review
- UC 12 Field Review
- UC 12 Field Review Process Flow
- UC 13 Media Workflow

Requirements

- DIT 0170 Security Plan 071B9200201 IBS
- IBS Functional Report Requirements
- IBS Coding Standards and Guidelines Document
- IBS Installation Manual
- IBS Notification Details
- IBS Operations Manual
- IBS Scheduled Jobs list
- Item Bank System Business Requirements Document
- Item Bank System Functional Design Document
- Item bank System Infrastructure Service Request
- Item Bank System Requirements Traceability Matrix
- Item Bank User Roles FINAL
- Physical Data Model Phase2
- Program Grade Subject Mapping
- SAS
- SEM 0302 Software Configuration Plan 071B9200201 IBS Final
- SEM 0603 Performance Test Report 071B9200201 IBS
- SEM 0604 System Design 071B9200201 IBS
- UI Control Recommendations

User Manuals

- Item Bank User Manual BSC Facilitator
- Item Bank User Manual BSC Member
- Item Bank User Manual CAC Facilitator
- Item Bank User Manual CAC Member
- Item Bank User Manual Composition Lead
- Item Bank User Manual Compositor
- Item Bank User Manual Content Lead
- Item Bank User Manual Context Author
- Item Bank User Manual Data Management Lead
- Item Bank User Manual Database Admin
- Item Bank User Manual Development Lead
- Item Bank User Manual Editor
- Item Bank User Manual Executive
- Item Bank User Manual Field Review Lead
- Item Bank User Manual Field Reviewer
- Item Bank User Manual Item Bank Developer
- Item Bank User Manual Item Writer
- Item Bank User Manual Item Writer v4
- Item Bank User Manual IWT Lead
- Item Bank User Manual Media Designer
- Item Bank User Manual Operational Psychometrician
- Item bank User Manual Psychometric Lead
- Item Bank User Manual Psychometric Validator
- Item Bank User Manual System Administrator