

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

**REQUEST FOR PROPOSALS (RFP)
AMENDMENT 2
SBAC RFP NO. 06 Amended 10-04-11**

This RFP is available at the Office of Superintendent of Public Instruction website located at <http://www.k12.wa.us/RFP/> and at the Office of General Administration, Washington Electronic Business Solution (WEBS) Procurement Website at <http://www.ga.wa.gov/webs/>. All RFP amendments or PROPOSER questions and OSPI answers will be posted to these sites. All interested PROPOSERS must be registered with WEBS under the following commodity codes in order to receive notifications: 924-05 (Advisory Services, Educational), 924-16 (rse Development Services, Instructional/Training), 918-38 (cation and Training Consulting), 924-19 (Educational Research Services), 924-18 (Educational Services, Alternative), and 924-74 (Special Education).

PROJECT TITLE: SMARTER Balanced Assessment CONSORTIUM Request for Proposals to Develop Accessibility and Accommodations Policies and Materials

PROPOSAL DUE DATE: 4:30 PM, Pacific Daylight SavingsTime (PDT), Wednesday, October 12, 2011

ESTIMATED CONTRACT PERIOD: December 12, 2011 to May 31, 2012. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

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

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

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

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

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

FAXED BIDS WILL NOT BE ACCEPTED.

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

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Section A. INTRODUCTION

1. DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

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

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

PROPOSER – The entity submitting a proposal in order to attain a contract with OSPI.

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.

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

1.1. CONTENT DEFINITIONS

A hallmark of the No Child Left Behind Act of 2001 was its requirement that all students, including English learners and students with disabilities, participate in state accountability assessments. This requirement has led to an array of participation policies, options, technologies and features of test design the intent of which has been to make the assessment experience meaningful and productive for the vast majority of students. Participation is the broad category heading for all of these elements of the assessment process, including accessibility and accommodation, as well as the policies and guidelines that inform their use.

For the purposes of this proposal, the content areas are defined by the Common Core State Standards. This includes English language arts (reading, writing, listening and speaking) and mathematics.

For the purpose of this scope of work, **access** is defined as conditions that support meaningful engagement (i.e., in terms of the presentation, interaction, and response expectations of a test

item/task) with the academic content and constructs on which students are being assessed (Sato, Moughamian, Lagunoff, Rayyes, Rivera, and Francis, in press). **Accessibility strategies** are those that can be systematically embedded in test items/tasks to purposefully address the cognitive, sensory, physical, linguistic, and socio-linguistic needs of students so that they can fully demonstrate achievement of the knowledge and skills necessary at that grade level to be on track for career and college readiness (Abedi, 2008; Kopriva & Carr, 2008; Russell, Hoffman, & Higgins, 2009; Sato, 2008; Sato, Chartrand, & Lazarus, in press). **Accommodation** is defined as a change in testing conditions that is implemented to increase accessibility of test content to a specific student population. Such changes are deemed fair and reasonable when standardized administration conditions do not provide an equal opportunity for all students to demonstrate achievement of the knowledge and skills necessary at that grade level to be on track for career and college readiness (Abedi and Lord 2001; Acosta, Rivera, Wilner, 2008; Butler and Stevens 2001; Christensen, Carver, VanDeZande, & Lazarus, 2011; Holmes and Duron 2000; National Research Council 2002, 2004). It is assumed that the *same construct* is being assessed with and without the accommodation. An accommodation is intended to minimize or remove the effects on test performance of construct-irrelevant factors that may contribute to, for example, the underrepresentation of student achievement in the content area. Participation is defined as an approach to educating each student to the maximum extent possible by providing each student with the appropriate supports that he/she needs. By doing so, each student, regardless of his/her strengths, limitations, or disabilities, is able to learn and benefit from membership in the regular classroom and school community. Inclusive assessment practices provide each student with an equitable opportunity to participate in the assessment and to fully demonstrate what he/she knows and can do, including the extent of their achievement of the knowledge and skills necessary at their grade level to be on track for career and college readiness. Such practices provide students with special needs the appropriate conditions, including accessibility strategies and accommodations, that support their limitations and allow them to apply their strengths and capacities (The City University of New York, 1995).

2. PURPOSE OF REQUEST FOR PROPOSALS

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

The CONSORTIUM is seeking proposals from individuals or organizations interested in supporting its efforts to produce a common, research-driven Accessibility and Accommodations Manual that will be used to maximize participation of students across CONSORTIUM states who present a variety of assessment needs and challenges. To ensure that the Accessibility and Accommodation Manual reflects the best current research, and to help resolve differences across the states' current participation policies, contractors will be asked to produce a literature review related to assessment participation, and to prepare an inventory of current state policies and procedures on accessibility and accommodations. Finally, contractors will be asked to develop strategies, procedures, and a written protocol for evaluating the fidelity of implementation and perceived benefits of the policies and

procedures outlined in the Accessibility and Accommodations Manual. To meet this charge, the contractor will produce four primary deliverables, described below:

1. A written review of SBAC Member States' definitions, participation, accessibility and accommodation guidelines, and/or policies, laws, rules, and practices. The review should be designed to serve as a first step in preparing the CONSORTIUM's common, research-driven Accessibility and Accommodations Manual, and should identify and annotate major discrepancies across the member states, with recommendations for resolving the discrepancies;
2. A written review of accessibility and accommodation literature and research, with a particular focus on both positive and negative aspects of emerging access technologies, as well as particular issues and concerns associated with Web-based test delivery and computer adaptive testing. This document should also be designed to inform the process of preparing a common research-driven Accessibility and Accommodations Manual;
3. A standard, common, research-driven Accessibility and Accommodations Manual that covers, at a minimum, participation policies, access tools and procedures, allowable accommodations, and guidelines for matching students to access options. The CONSORTIUM will welcome innovative, technology-driven approaches to presenting the manual that will facilitate use by school teams and educational practitioners.
4. Goals, procedures, and a written protocol for conducting annual implementation reviews of SBAC participation, accessibility and accommodations policies and guidelines.

Additional information on the deliverables, as well as the activities that will lead to their production, are outlined in the Deliverables section of the RFP. Please note that a few additional deliverables are summarized in the Deliverables section. In comparison to the four primary deliverables, the additional deliverables are limited in scope and will be used to inform development of the primary deliverables.

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 CONSORTIUM's common set of college- and career-ready, K–12 standards (the basis of which will be the Common Core State Standards released by the Council of Chief State School Officers and the National Governors Association, refer to Exhibit G), 2) valid and instructionally useful, 3) provide accurate information about what students know and can do related to the content standards assessed, and 4) measure student achievement against standards or expectations designed to ensure that all students gain the knowledge and skills needed to succeed in college and the workplace. Over the past decade, state assessment results have brought much-needed visibility to disparities in achievement among groups of students and helped meet increasing demand for data that can be used to improve teaching and learning. These new assessments are intended to play a critical role in educational systems, providing administrators, educators, parents, and students the data and information needed to continuously improve teaching and learning.

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

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

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

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

Overview of Comprehensive Assessment Systems Grants

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

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

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

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

4. OBJECTIVE AND SCOPE OF WORK

Accessibility refers to the array of technologies, supports, and features of test design that make it possible for students with diverse assessment needs to participate in an assessment in a manner that is both meaningful and equitable. The aim of these accessibility options and procedures is to minimize or eliminate barriers to participation and accurate measurement that may occur when specific student characteristics – language proficiency, cognitive and perceptual abilities, proficiency in non-criterion academic skills (e.g., the ability to read math items), background, and life experiences – interact negatively with the basic participation requirements of the assessment or the contextual make-up of individual test items, and make it difficult to produce a fair estimate of the student’s knowledge and skills. The accommodations that are ubiquitous in contemporary educational measurement are a part of accessibility, but SBAC intends to expand this model to the notion of *Accessibility by Design* originally articulated by Fedorchak and her colleagues in their 2009 Enhanced Assessment Grant and described in SBAC’s Race to the Top Assessment Grant application. This model emphasizes reduction of the need for externally provided accommodations through the use of Universal Design principles and a host of computerized accessibility features that can be built into a student assessment interface, providing access to students in keeping with current technology, but while maintaining the expectation of effective instruction and rigorous academic learning.

Over the past decade much research has been conducted and significant progress has been made toward the goal of including the vast majority of students in assessment, including students with special assessment needs. However, current generation accessibility options share a common set of problems. First and foremost, it has been common practice to address accessibility through post hoc processes and augmentations; participation issues have been addressed after most of the assessment development work has been completed, often with less than satisfactory results and in some cases leaving some student groups with no acceptable options for demonstrating their skills and abilities. It has also been common practice to address the majority of accessibility issues using externally provided accommodations. This strategy comes with its own set of complications; it is resource intensive, prone to problems with implementation fidelity, and in some cases may violate students’ rights to privacy. An additional problem with the current accommodations model is that it tends to be applied broadly across an entire test or test session, even though the student may only have accessibility issues with specific items. This may actually introduce barriers rather than overcoming them.

In order to move assessment accessibility into the next generation, the CONSORTIUM has identified the following key principles to guide its work, and to provide guidance to organizations interested in submitting proposals for various aspects of the CONSORTIUM’s work:

- Ensure that all accessibility options and procedures are designed and implemented in a manner that preserves the constructs targeted for measurement in each assessment item;
- Address accessibility through a student-centered approach that allows matching of accessibility options to an individual student access needs profile on an item by item basis. Minimize the use of externally provided accommodations except for situations when student needs cannot be met through Universal Design Principles and embedded accessibility tools and technologies;
- Consider accessibility at every phase of test development, from initial design through item development, field-testing, and implementation. Avoid post hoc solutions that can be minimally effective and often fail to address the full range of special assessment needs;
- Build accessibility into the item authoring process using Universal Design Principles and expert review without compromising the student's ability to generalize *from* the instructional environment, or *to* the college/career environment. Implement a tagging system that communicates the accessibility options and procedures that may or may not be used with each item (e.g., no read-aloud on reading comprehension items) or how accessibility options should be applied (e.g., how tables should be read on math items to students with or without functional vision).

These principles are important because they exemplify the CONSORTIUM's commitment to the development of assessments that are accessible to the broadest range of students while ensuring the accurate measurement of each student's readiness for career or college environments, and which maintain the critical balance between equity and measurement consistency and accuracy. They will also lead to more efficient use of resources, particularly by replacing accommodations that must be implemented or supervised by educators with embedded accessibility tools. Adherence to these principles will also enhance item portability by including accessibility guidelines and procedures in an item tagging system. Finally, these principles are consistent with a "student first" philosophy that can lead to a new generation of assessments that are inclusive, engaging, and respectful of a broad range of specific students' personal needs, but while also maintaining a high level of reliability and validity.

CONTRACTORS supporting the objectives of this RFP will be responsible for facilitating, organizing, and conducting the outlined scope of work to address the need for states to develop common understandings, guidelines, and/or policies and practices that will not only lead to more accurate reporting for English Language Learners (ELLs), Students with Disabilities (SWDs), and Students with 504 plans, but that will also ensure students are served across states in an equal and equitable manner.

5. STATE'S ROLE

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

6. PROPOSER QUALIFICATIONS

Minimum Qualifications

- Must be licensed to do business in the United States of America.
- Ability to respond to customer needs in a fast-paced environment with multiple deadlines.
- Minimum 5 years demonstrated knowledge and experience addressing needs for Students with Disabilities (SWDs), English language learners (ELLs), and Students with 504 plans.
- Demonstrated experience providing policy and practice guidelines for accessibility and accommodations in a secure online assessment environment utilizing a diverse array of hardware and software.
- Demonstrated ability to collaborate with education agency staff across 30+ states.
- Demonstrated experience developing and implementing accessibility and accommodations guidelines and policies on a large scale.
- Demonstrated expertise in developing and implementing comprehensive training materials include web based real-time and streamed trainings.
- The proposal must include at least one full-time senior project director with substantial experience designing and implementing complex accessibility and accommodations guidelines and policies.
- Demonstrated ability to facilitate large groups to derive consensus out of an initial set of divergent accessibility and accommodations policies and practices.

Preference will be given to vendors with a strong research and policy background that have contributed to peer-reviewed body of work on universal design, accessibility, English language learners (ELLs), Students with Disabilities (SWD), and Students with 504 plans.

7. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin no sooner than December 12, 2011 and end on or about May 31, 2012. Any contract awarded from this solicitation will be subject to periodic evaluations as evaluated by the CONSORTIUM's Executive Committee. Recommendations by the Executive Committee to OSPI could be cause for OSPI to terminate the contract either mid-period or at the conclusion of a project year. Annual continuance of the contract, if any, shall be at the sole discretion of the OSPI based on recommendations from the CONSORTIUM's Executive Committee. Contract amendments for additional time and scope beyond the original project period is possible, but will not be spelled out in the awarded contract.

8. FUNDING

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

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

The budget for the Accessibility and Accommodations Policies and Materials Information contract is set at a maximum of \$930,000 for the contract period. Proposals exceeding the budget for this procurement will be considered non-responsive. ~~Specific information regarding the constructive bids in compliance with the listed budget can be found in Section C., Proposal Contents, Subsection 5., Cost Proposal area.~~

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

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

9. ADA

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

Section B. GENERAL INFORMATION FOR PROPOSERS

1. RFP COORDINATOR

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

Name:	Michael Middleton
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. PROPOSERS are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the PROPOSER.

2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI Issues RFP	Friday, September 9, 2011
2.	Letter of Intent Due	Wednesday, September 21, 2011
3.	Question and Answer Period Begins	Monday, September 12, 2011
4.	Last Date for Questions Regarding RFP	Friday, September 23, 2011
5.	Final Question and Answer Addendum or Amendment Posting (must be posted on OSPI's website and WEBS)	Friday, September 30, 2011
6.	Proposals Due	Wednesday, October 12, 2011
7.	Evaluation of Written Proposals	Friday, October 14, 2011 – Wednesday, October 26, 2011
8.	Oral Interviews with Finalists (if deemed necessary by OSPI)	Monday, October 31, 2011 – Wednesday, November 02, 2011
9.	Announce "Apparently Successful Contractor" and Send Notification to Unsuccessful Proposers	Thursday, November 10, 2011
10.	Debriefing Conferences (if requested)	Monday, November 14, 2011 & Tuesday, November 15, 2011
11.	Contract Negotiation	Monday, November 14, 2011 – Tuesday, November 22, 2011
12.	Contract Start Date	Monday, December 12, 2011

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) no later than **Wednesday, September 21, 2011**. This letter may be sent via email attachment or postal/express courier service.

4. SUBMISSION OF PROPOSALS

PROPOSERS are required to submit twenty-one (21) copies of their proposal. One (1) copy must be hardcopy with original signatures while the remaining twenty (20) copies are to be provided electronically on compact discs (CD) or flash drives. The proposal, whether mailed or hand delivered, must be received by OSPI no later than **4:30 PM Pacific Daylight SavingsTime in Olympia, WA on Wednesday, October 12, 2011**. The proposal is to be sent to the RFP Coordinator at the address noted in Section B.1. The envelope should be clearly marked to the attention of the RFP Coordinator, who is OSPI's sole point of contact for this procurement.

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

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

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

5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

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

Any information in the proposal that the Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page and the particular exception from disclosure upon which the PROPOSER 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 PROPOSER's request for exemption from disclosure; however, OSPI will make a decision predicated upon RCW 42.56. Marking the entire proposal exempt from disclosure will not be honored. The PROPOSER must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until

the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

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

6. ADDENDA AND AMENDMENTS TO THE RFP

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

PROPOSERS 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 PROPOSER is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

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

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

The PROPOSER should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the PROPOSER's proposal. It is

understood that the proposal will become a part of the official procurement file on this matter without obligation to OSPI.

11. CONTRACT AND GENERAL TERMS & CONDITIONS

The apparently successful PROPOSER 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 C, respectively. In no event is a PROPOSER to submit its own standard contract terms and conditions in response to this solicitation. The PROPOSER may submit exceptions as allowed in the Certifications and Assurances section, Exhibit 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 PROPOSER in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

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

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

17. INSURANCE COVERAGE

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

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

Section C. PROPOSAL CONTENTS

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

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

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

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

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

1. Name, address, principal place of business, telephone number, fax number and email address of legal entity or individual with whom contract would be written;
2. The name of the contact person for this RFP;
3. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.);
4. Legal status of the PROPOSER (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 PROPOSER 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 PROPOSER’s proposed approach and methodology for all parts of the project. This section should convey the PROPOSER’s understanding of the proposed project. PROPOSERS should prepare a technical proposal separately for each of the components for which they are bidding to aid in fair evaluation of the competing bids. 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 SBAC, considers two options for how the structure of the work might take place. First, there may be a Prime CONTRACTOR 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.

PROPOSERS are encouraged to submit proposals for the entire project ~~but may submit proposals for individual components of the overall project~~. If a PROPOSER chooses to propose work involving subcontractors, the subcontractors must be identified. ~~PROPOSERS are to submit bids on the components of the project listed below. If a PROPOSER chooses to bid on one or more components of the project, the following numbered items are the acceptable components.~~

Components of the Project

Component	Description
1	Guidelines and policies pertaining to English Learners Learners (ELLs), Students with Disabilities (SWDs), Students with 504 plans and English Learner Students with Disabilities (ELL SWDs) for SBAC
2	Computer and technology-enhanced assessment strategy recommendations pertaining to ELL, SWD, and Students with 504 plans
3	Strategies and procedures to monitor fidelity of application and maintenance process

- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, review cycles, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the PROPOSER’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of SBAC staff. The PROPOSER may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule** – Include a project schedule indicating major milestones, when the elements of the work will be completed, and when deliverables will be provided. Major milestones include the tasks and deliverables listed in Section A.4. above and all necessary iterative loops. Review cycles (at a minimum) will include reviews and approval by multiple levels of SBAC leadership (e.g., primary work groups, secondary work groups, governing states, executive committee).

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

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

Please Note: Mere repetition of the work statement in Section A or the activities described in this RFP will not be considered responsive.

F. Risks

Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the SBAC’s contract manager.

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

Expected Work Statement

This section of the RFP presents the technical requirements for the proposal constructed to align with the CONSORTIUM’s collaborative expectations. The CONTRACTOR will work with the CONSORTIUM’s Accessibility and Accommodations Workgroup and Project Management Partner to produce the deliverables outlined in the scope of work..

The PROPOSER is expected to provide an explanation of how the Technical Requirements listed below will be met. The numbering and labeling of each Technical Requirement in the proposal should comply with the numbering in this section.

1. ENGLISH LANGUAGE LEARNERS, STUDENTS WITH DISABILITES, STUDENTS WITH 504 PLANS AND ENGLISH LANGUAGE LEARNER STUDENTS WITH DISABILITIES

Goal 1. Identify, research, and recommend content area assessment-related participation, accessibility and accommodations guidelines and policies pertaining to English Language Learners (ELLs), Students with Disabilities (SWDs), Students with 504 plans and English Language Learner Students with Disabilities (ELL SWDs) for SBAC.

Objective 1.1: Summarize definitions for ELLs, SWDs, ELL SWDs and Students with 504 plans; State policies and practices; and research on participation, accessibility and accommodations to inform educators, researchers, and other stakeholders across the States in SBAC.

Deliverable 1.1a: Conduct a survey of CONSORTIUM member States to determine current definitions, participation, and accessibility and accommodations guidelines; and/or policies for ELLs, SWDs, Students with 504 plans, and ELL SWDs. The survey should support the explication of any differences that are associated with grade levels, English language proficiency, the assessment purpose (e.g., graduation, promotion, formative,

summative) as well as medium (paper, online, etc.) and other relevant distinguishing features.

Deliverable 1.1b: Collect and consolidate available national data regarding accessibility and accommodations tools, resources, and supports for ELLs, SWDs, Students with 504 plans and ELL SWDs allowed within secure testing situations.

Deliverable 1.1c: Using state surveys only as a potential additional support rather than primary research vehicle, create an inventory and conduct an analysis of CONSORTIUM member State laws, rules, and policies regarding definitions of ELLs, SWDs, Students with 504 plans, and ELL SWDs; and participation, accessibility and accommodations of ELLs, SWDs, Students with 504 plans, and ELL SWDs in State content assessments. The analysis must highlight key similarities, key differences, and to the extent practicable, cluster policies according to the apparent intent of the authors of the policies. Describe any CONSORTIUM member State laws, rules, or policies regarding the process by which eligible statewide accessibility and/or accommodations tools are added, removed, or altered.

Deliverable 1.1d: Conduct a comprehensive literature review of research on inclusion, accessibility and accommodations for ELLs, SWDs, Students with 504 plans, and ELL SWDs, including the research focused on technology-based assessments and career and college readiness assessments, contrasting past and emerging trends appropriate to inform future work. Publish a summary of the literature and an annotated bibliography.

Deliverable 1.1e: Create a comprehensive report including content derived from the deliverables 1a–1d with recommendations regarding actions the CONSORTIUM should initiate and policies the CONSORTIUM should adopt.

Objective 1.2: The project will produce a definition, participation policies, and a set of accessibility and accommodations guidelines appropriate for the assessment of ELLs, SWDs, Students with 504 plans, and ELL SWDs that are recommended by educators, researchers, and other stakeholders across the States in SBAC.

Deliverable 1.2a: PROPOSER will: (1) conduct a minimum of 3 webinars that include CONSORTIUM STATE EDUCATION AGENCY teams representing assessment, Title III, special education, and curriculum to report on progress and derive incremental consensus on key issues; (2) hold a final meeting with a representative from each State to document the CONSORTIUM's consensus on allowable participation policies and accessibility and accommodations guidelines for the CONSORTIUM; (3) present findings and recommendations in partnership with CONSORTIUM leadership to approximately 3 CONSORTIUM Advisory Panels including the CONSORTIUM's Technical Advisory Committee and ELL and SWDs Advisory Committees.

Deliverable 1.2b: Summarize and disseminate the consensus process and outcomes. Dissemination strategies will include streamed trainings, PowerPoint slides suitable for presentations, and other appropriate means that might be identified.

2. COMPUTER DELIVERY AND TECHNOLOGY

Goal 2. Identify, research, and recommend strategies to address the assessment-related participation, accessibility and accommodations needs of ELLs, SWDs, and Students with 504 plans for SBAC specific to computer delivery and other technological assessment enhancements.

Objective 2.1: By the completion of the project, identify the characteristics of the participation, accessibility and accommodations needs of ELLs, SWDs, Students with 504 plans, and ELL SWDs in a technology-based assessment environment that are commonly accepted by educators, researchers, and other stakeholders across the States in SBAC. Citation and description of information (e.g., research, theory) supporting these commonly accepted characteristics is required.

Deliverable 2.1a: Conduct case studies of the Oregon, NECAP, and other innovative assessment systems and the use of technology within the systems for ELLs, SWDs, ELL SWDs, and Students with 504 plans (e.g., refreshable Braille readers, graphic printers, sign avatars, audio graphic descriptions, etc.). Each case study should address at a minimum the following: purpose of the system; description of intended users; description of how it was developed; description of how it is implemented; description of how it is monitored and maintained; and data supporting its effectiveness. Synthesize and report findings describing the use of technology in the Oregon, NECAP and other innovative assessment systems so that they might be used to inform the SBAC decisions.

3. PARTICIPATION, ACCESSIBILITY AND ACCOMMODATIONS POLICY AND PROCEDURES

Goal 3: Develop strategies and procedures to monitor fidelity in application of participation, accessibility and accommodations guidelines and/or policies by States and create a sustainable process by which the research described above may continue to inform decisions regarding appropriate access for ELLs, SWDs, and Students with 504 plans.

Objective 3.1: CONTRACTORS will provide the SBAC States with an assessment participation, accessibility and accommodations manual that can be used to ensure consistent and streamlined participation and accommodations policies across the CONSORTIUM States.

Deliverable 3.1a: CONTRACTORS and CONSORTIUM members will compile the findings from Goals 1, 2, and 3 in addition to any further work contracted by SBAC and outline a standard, empirically based participation, accessibility and accommodations manual for ELLs, SWDs, Students with 504 plans, and ELL SWDs to be used for assessment purposes across all CONSORTIUM States.

Deliverable 3.1b: Using the agreed-upon outline, write sections of the manual. The ELL section will address definition, participation, accessibility and accommodations of ELLs in content area assessments and will include a common definition of an ELL; recommended participation, accessibility and accommodation guidelines; and valid and effective accessibility and accommodations for ELLs. The SWDs/Students with 504 plans section of

the manual will address definition, participation, accessibility and accommodations of SWDs and Students with 504 plans in regular content area assessments and will include recommended participation, accessibility and accommodations guidelines, and valid and effective accommodations for SWDs and Students with 504 plans. The ELL SWDs section of the manual will address definition, participation, accessibility and accommodations of ELL SWDs in regular content area assessments and will include recommended participation, accessibility and accommodations guidelines, and valid and effective accommodations for ELL SWDs.

Deliverable 3.1c: Conduct 3 to 4 webinars or meetings via other broad-reaching communication method to obtain stakeholder feedback and consensus on how the manual will be used in the CONSORTIUM States.

Deliverable 3.1d: Support the CONSORTIUM States in disseminating the participation, accessibility and accommodations manual by providing strategies and materials that the SEAs can use with the LEAs throughout the CONSORTIUM. Dissemination will be through print volumes, online materials, webinars, training modules, conference presentations, and other appropriate means that might be identified.

Objective 3.2: Create a process to regularly and systematically review participation, accessibility and accommodations guidelines for the CONSORTIUM.

Deliverable 3.2a: CONTRACTORS will recommend a detailed process (in writing) to be used by the CONSORTIUM in annual review of participation, accessibility and accommodations guidelines and/or policies.

Deliverable 3.2b: CONTRACTORS will create an online standard reporting template for use in evaluating participation, accessibility and accommodations during for peer review.

Deliverable 3.2c: CONTRACTORS and CONSORTIUM States will establish a research agenda the CONSORTIUM can use to study, monitor, evaluate, and improve the validity of participation, accessibility and accommodations.

4. MANAGEMENT PROPOSAL

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

A. Project Management (SCORED)

- 1. Project Team Structure/Internal Controls** – PROPOSERS 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. **Staff Qualifications/Experience** – PROPOSERS 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 PROPOSER must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of SBAC.

B. Experience of the PROPOSER (SCORED)

1. Indicate other relevant experience that indicates the qualifications of the PROPOSER, and any subcontractors, for the performance of the potential contract (See page 13 for expected and desired qualifications).
2. Include a list of contracts the PROPOSER has had during the last five years that relate to the PROPOSER's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, 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 PROPOSER 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. Proposer Intake Form (MANDATORY)

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

5. COST PROPOSAL (MANDATORY)

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

The following table presents a range for the expected costs for the work on each of the components defined by this RFP.

Component 1	Component 2	Component 3	State Engagement	Total
\$225,000	\$125,000	\$355,000	\$225,000	\$930,000

~~Component costs that are part of a comprehensive proposal (combination of all five four components) can be above the listed individual Component amount, if the corresponding combined bid remains at or below the amount listed as *Total*. Stand-alone component bids, as well as comprehensive bids, Proposals will be considered non-responsive if exceeding the corresponding component amounts or *Total* listed.~~

Identification of Costs – Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The PROPOSER is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Cost proposals should clearly delineate the costs associated with each component of the overall project on which the PROPOSER submits a bid. PROPOSERS 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.

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 PROPOSER.

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

2. EVALUATION WEIGHTING AND SCORING

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

TECHNICAL PROPOSAL – 70%		315 points
Project Approach/Methodology	30 points (maximum)	
Quality of Work Plan	60 points (maximum)	
Project Schedule	45 points (maximum)	
Project Deliverables	45 points (maximum)	
Outcomes and Performance Measurement	45 points (maximum)	
Risks	30 points (maximum)	
Coherence/Scope across Requirements	60 points (maximum)	
MANAGEMENT PROPOSAL – 30%		140 points
Project Team Structure/Internal Controls	100 points (maximum)	
Staff Qualifications/Experience	120 points (maximum)	
Experience of the PROPOSER	60 points (maximum)	
SUBTOTAL		455 points
GRAND TOTAL FOR PROPOSAL		455 points

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 PROPOSER letter or e-mail is sent to the PROPOSER. 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 PROPOSER's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of 30 minutes.

5. PROTEST PROCEDURE

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

PROPOSERS protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to PROPOSERS 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 PROPOSER that submitted a proposal, such PROPOSER will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSPI's action; 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 Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

Section E. RFP EXHIBITS

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

EXHIBIT A
CERTIFICATION AND ASSURANCES

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

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

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

Signature of Proposer

Title

Date

EXHIBIT B

CONTRACT FOR PERSONAL SERVICES

Contract No. _____

between

SUPERINTENDENT OF PUBLIC INSTRUCTION, STATE OF WASHINGTON

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

and

[CONTRACTOR NAME]

(hereinafter referred to as Contractor)

[Contractor Address]

Social Security #xxx-xx-■ 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]
<p>[Contract Manager's Name] [Contract Manager's Title] Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: ([]) []-[]-[] Fax: ([]) []-[]-[] Email: [Contract Manager's Email Address]</p>	<p>[Contract Manager's Name] [Contract Manager's Title] [Contract Manager's Address] Phone: ([]) []-[]-[] Fax: ([]) []-[]-[] Email: [Contract Manager's Email Address]</p>

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

Attachment A Contract for Personal Services GENERAL TERMS AND CONDITIONS

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

subrecipient or by checking the “List of Parties Excluded from Federal Procurement and Non-Procurement Programs” provided on-line by the General Services Administration.

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

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

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

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

12. **Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or

understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

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

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

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

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

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

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

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

20. Insurance.

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

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

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

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

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

Contractor shall include all subcontractors as 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 D

Contractor intake form

EXHIBIT E – Evaluation Criteria

RFP Evaluation Criteria and Rating System

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

TECHNICAL PROPOSAL (315 POINTS)						
1. Identify, research, and recommend content area assessment-related participation, accessibility and accommodations guidelines and policies pertaining to English Learners (ELs), Students with Disabilities (SWDs), Students with 504 plans, and English Learner Students with Disabilities (EL SWDs) for the CONSORTIUM.						
<i>Criteria</i>	E	G	A	M	N	NA
A. Project Approach/Methodology (10 pts)						
Proposal demonstrates clear understanding of the work necessary to implement this requirement	5	4	3	2	0	
The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished	5	4	3	2	0	
B. Work Plan (20 pts)						
The proposed work plan is complete and addresses the scope of the project	5	4	3	2	0	
Level of detail proposed in the project work plan is appropriate for the project needs	5	4	3	2	0	
The implementation of the plan is likely to succeed	5	4	3	2	0	
The proposal includes a creative approach that is reasonable and that is worthy of consideration	5	4	3	2	0	
C. Project Schedule (15 pts)						
The schedule includes activities of a reasonable scope and key milestone dates	5	4	3	2	0	
Deliverables are accurately identified and scheduled to be provided in time to meet CONSORTIUM needs	5	4	3	2	0	
Major dependencies within the schedule have been identified	5	4	3	2	0	
D. Deliverables (15 pts)						
Deliverables are identified and clearly described	5	4	3	2	0	
Deliverables will meet the CONSORTIUM's needs	5	4	3	2	0	
Strategies for monitoring and measuring outcomes are spelled out and appropriate	5	4	3	2	0	
E. Outcomes and Performance Measurement (15 pts)						
Overall work plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Description to monitor/measure outcomes is thorough	5	4	3	2	0	
There is a clear description of how progress toward and delivery of outcomes will be provided to CONSORTIUM leadership	5	4	3	2	0	
F. Risks (10 pts)						
Potential risks are identified	5	4	3	2	0	
Strategies to be used to monitor and mitigate risks are described and appropriate	5	4	3	2	0	

TECHNICAL PROPOSAL (315 POINTS), cont.						
2. Identify, research, and recommend strategies to address the assessment-related participation, accessibility and accommodations needs of ELs, SWDs, and Students with 504 plans for the CONSORTIUM specific to computer delivery and other technological assessment enhancements.						
<i>Criteria</i>	E	G	A	M	N	NA
A. Project Approach/Methodology (10 pts)						
Proposal demonstrates clear understanding of the work necessary to implement this requirement	5	4	3	2	0	
The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished	5	4	3	2	0	
B. Work Plan (20 pts)						
The proposed work plan is complete and addresses the scope of the project	5	4	3	2	0	
Level of detail proposed in the project work plan is appropriate for the project needs	5	4	3	2	0	
The implementation of the plan is likely to succeed	5	4	3	2	0	
The proposal includes a creative approach that is reasonable and that is worthy of consideration	5	4	3	2	0	
C. Project Schedule (15 pts)						
The schedule includes activities of a reasonable scope and key milestone dates	5	4	3	2	0	
Deliverables are accurately identified and scheduled to be provided in time to meet CONSORTIUM needs	5	4	3	2	0	
Major dependencies within the schedule have been identified	5	4	3	2	0	
D. Deliverables (15 pts)						
Deliverables are identified and clearly described	5	4	3	2	0	
Deliverables will meet the CONSORTIUM's needs	5	4	3	2	0	
Strategies for monitoring and measuring outcomes are spelled out and appropriate	5	4	3	2	0	
E. Outcomes and Performance Measurement (15 pts)						
Overall work plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Description to monitor/measure outcomes is thorough	5	4	3	2	0	
There is a clear description of how progress toward and delivery of outcomes will be provided to CONSORTIUM leadership	5	4	3	2	0	
F. Risks (10 pts)						
Potential risks are identified	5	4	3	2	0	
Strategies to be used to monitor and mitigate risks are described and appropriate	5	4	3	2	0	

TECHNICAL PROPOSAL (315 POINTS), cont.						
3. Develop strategies and procedures to monitor fidelity in application of participation, accessibility and accommodations guidelines and/or policies by States and create a sustainable process by which the research described above may continue to inform decisions regarding appropriate access for ELs, SWDs, and Students with 504 plans.						
<i>Criteria</i>	E	G	A	M	N	NA
A. Project Approach/Methodology (10 pts)						
Proposal demonstrates clear understanding of the work necessary to implement this requirement	5	4	3	2	0	
The approach and overall design is clearly described and easily understood, including descriptions of tasks and how they will be accomplished	5	4	3	2	0	
B. Work Plan (20 pts)						
The proposed work plan is complete and addresses the scope of the project	5	4	3	2	0	
Level of detail proposed in the project work plan is appropriate for the project needs	5	4	3	2	0	
The implementation of the plan is likely to succeed	5	4	3	2	0	
The proposal includes a creative approach that is reasonable and that is worthy of consideration	5	4	3	2	0	
C. Project Schedule (15 pts)						
The schedule includes activities of a reasonable scope and key milestone dates	5	4	3	2	0	
Deliverables are accurately identified and scheduled to be provided in time to meet CONSORTIUM needs	5	4	3	2	0	
Major dependencies within the schedule have been identified	5	4	3	2	0	
D. Deliverables (15 pts)						
Deliverables are identified and clearly described	5	4	3	2	0	
Deliverables will meet the CONSORTIUM's needs	5	4	3	2	0	
Strategies for monitoring and measuring outcomes are spelled out and appropriate	5	4	3	2	0	
E. Outcomes and Performance Measurement (15 pts)						
Overall work plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Description to monitor/measure outcomes is thorough	5	4	3	2	0	
There is a clear description of how progress toward and delivery of outcomes will be provided to CONSORTIUM leadership	5	4	3	2	0	
F. Risks (10 pts)						
Potential risks are identified	5	4	3	2	0	
Strategies to be used to monitor and mitigate risks are described and appropriate	5	4	3	2	0	

TECHNICAL PROPOSAL (315 POINTS), cont.						
<i>Criteria</i>	E	G	A	M	N	NA
1.5 Coherence/Scope across requirements (60 pts)						
Across all requirements, the proposal presents a coherent and comprehensive approach that integrates well across the six Technical Requirements	20	15	10	5	0	
Across all requirements, the proposal is reasonably scoped and has a high likelihood of success	20	15	10	5	0	
Across all requirements, the proposal addresses the needs of the CONSORTIUM's multiple stakeholders	20	15	10	5	0	

MANAGEMENT PROPOSAL (140 POINTS)						
<i>Criteria</i>	E	G	A	M	N	NA
Project Team Structure / Internal Controls (50 pts)						
Project management for entire project is adequately staffed in terms of time on project	10	8	6	4	0	
Project management for entire project is highly qualified regarding experience with other projects of similar scope and with similar audiences	10	8	6	4	0	
Management structure and internal controls described are clear and easy to communicate	10	8	6	4	0	
Lines of authority are clear, and access to decision makers appears straightforward	10	8	6	4	0	
The procedures described for escalating concerns is clear and likely to produce effective responses	10	8	6	4	0	
Staff Qualifications/Experience (60 pts)						
Project team proposed for this Technical Requirement has the experience to successfully implement the proposal	20	15	10	5	0	
Project team proposed for this Technical Requirement is adequately resourced to successfully implement the proposal	20	15	10	5	0	
Management proposed for this Technical Requirement has the experience and resources to lead to success	20	15	10	5	0	
Experience of the PROPOSER (30 pts)						
Experience of PROPOSER with similar projects provides solid evidence of ability to meet CONSORTIUM's needs	10	8	6	4	0	
PROPOSER's staff has extensive content experience	10	8	6	4	0	
Provided samples of work clearly illustrate that the proposed list of deliverables will meet requirements	10	8	6	4	0	

EXHIBIT F

Race to the Top Assessment Program Comprehensive Assessment Systems

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

EXHIBIT G

Common Core Standards

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

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