

STATE OF UTAH

**SOLICITATION NO. BV9076**

Academic English Language Proficiency Assessment for English Language Learners

RESPONSES ARE DUE PRIOR TO:

Jun 3, 2009 3:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid BV9076

Academic English Language Proficiency Assessment for English Language Learners

Bid Number	BV9076
Bid Title	Academic English Language Proficiency Assessment for English Language Learners
Bid Start Date	May 6, 2009 12:51:19 PM MDT
Bid End Date	Jun 3, 2009 3:00:00 PM MDT
Question & Answer End Date	May 20, 2009 12:00:00 PM MDT
Bid Contact	Brenda Veldevere
Contract Duration	5 years
Contract Renewal	Not Applicable
Prices Good for	See Specifications
Bid Comments	Please see the attached detailed RFP Document. ----- Questions concerning this solicitation should be submitted via the BidSync electronic system. ----- If you have any trouble submitting your response or attaching documents in the BidSync System, please contact Vendor Customer Support at (801) 765-9245.

Item Response Form

Item	BV9076-1-01 - Academic English Language Proficiency Assessment for English Language Learners
Quantity	1 contract
Prices are not requested for this item.	
Delivery Location	State of Utah <u>Office of Education</u> 250 East 500 South Attn: Internal Accounting Salt Lake City UT 84111 Qty 1

Description

The purpose of this RFP is to enter into a contract with a qualified firm to provide an Academic English Language Proficiency Assessment for English Language Learners. Please refer to the attached detailed RFP Document.



State of Utah Request for Proposal

Legal Company Name (include d/b/a if applicable) 	Federal Tax Identification Number 	State of Utah Sales Tax ID Number 	
Ordering Address 	City 	State 	Zip Code
Remittance Address (if different from ordering address) 	City 	State 	Zip Code
Type ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person 		
Telephone Number (include Area Code) 	Fax Number (include area code) 		
Company=s Internet Web Address 	Email Address 		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After receipt of Order (see attached for any required minimums) 		
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured or performed in Utah. Yes ☐ No ☐ . If no, enter where produced, etc. 			
Offeror=s Authorized Representatives=s Signature 	Date 		
Type or Print Name 	Position or Title 		

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE PROPOSAL: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync

before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer=s descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer=s descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through RFP Depot shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be

used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision 22 October 2008 - RFP Instructions)

**REQUEST FOR PROPOSAL
ACQUISITION OF AN ACADEMIC ENGLISH LANGUAGE PROFICIENCY
ASSESSMENT FOR ENGLISH LANGUAGE LEARNERS
Solicitation # BV9076**

**Acquisition of an Academic English Language Proficiency Assessment for
English Language Learners**

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide an academic English Language Proficiency (ELP) assessment for use in schools in the state of Utah. It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

BACKGROUND

The State through the Utah State Office of Education (USOE) annually assesses English language learners (ELLs) to determine their level of academic English Language Proficiency (ELP) in accordance with Title I and Title III of the No Child Left Behind Act of 2001(NCLB). Since the 2005-06 school year the State has used the Utah Academic Language Proficiency Assessment (UALPA), developed in conjunction with outside vendors, as the ELP assessment. The UALPA was specifically developed to meet the unique needs of the ELLs in Utah. The number of ELLs tested annually has increased each year. In the 2007-08 school year approximately 42,000 students were assessed statewide using the UALPA. The State is under a Title III compliance agreement and is transitioning to what will be a fully compliant ELP assessment system. However, instead of continuing to develop its unique ELP assessment, the State is now considering purchasing an ELP assessment to serve the needs described above. The assessment chosen will serve to provide accountability data in the determination of meeting annual measurable achievement objectives (AMAOs), meet federal and state accountability requirements, and provide information to inform student instruction.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah State Office of Education. The reference number for the transaction is Solicitation # BV9076. This number must be

referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Submit one hard copy original and ten identical copies of your proposal to the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114-1061.

If sending via United States Postal Service (USPS), please mail to the State of Utah Division of Purchasing, P.O. Box 141061, Salt Lake City, Utah 84114-1061.

Additionally, you must submit your proposal electronically through BIDSYNC (formerly RFP Depot.) Electronic proposals may require the uploading of electronic attachments. BIDSYNC's site will accept a wide variety of document types as attachments. However, the submission of embedded documents is prohibited. All documents should be attached as separate files.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of five years.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the entire term of the contract, excluding extensions. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions.

ADDITIONAL TERMS AND CONDITIONS

In addition to the standard terms and conditions as prescribed by Utah law and referenced in this document, the following terms and conditions apply.

Disclosure

All vendors submitting bids in response to this RFP must list all claims of nonperformance and/or breach of contract filed within the past five years. Vendors must include claims filed against all subcontractors to be utilized in fulfilling the obligations under this contract for the same period of time. For each incident, vendors must include a detailed description of each problem, its resolution, if any, as well as any damage amounts awarded. Additionally, vendors must provide descriptions of what preventative measures have since been implemented to prevent future occurrences of these problems.

Subcontractors

The vendor selected as a result of this RFP process must provide the USOE with copies of all contracts established with subcontractors involved in delivering goods and services as outlined in this RFP within 60 days of the execution of the contract.

Liquidated damages

It is understood and agreed by the offeror that time is of the essence in the delivery of tests, reports, and student data of the content and quality specified in this RFP, its proposal document, and any resulting contract. In the event these specified tests, reports, and student data are not available by the dates specified in a resulting contract, there will be deducted, not as a penalty but as liquidated damages, the sum of \$40,000 per day; except if the delivery be delayed by an act, negligence, or default on the part of the State of Utah, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or contractor's supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or the contractor's supplier(s), a reasonable extension of time as the USOE deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the contractor, the USOE may extend the time for performance of the contract or delivery of goods therein specified, at the USOE's sole discretion, for good cause shown.

It is understood and agreed by the offeror that security and proprietary use of USOE developed test items for augmentation purposes must be maintained at all times. Should a breach of security resulting from negligence on the part of the contractor occur, the sum of \$3,000 per compromised test item will be deducted, not as a penalty but as liquidated damages

It is understood and agreed by the offeror that security of student level data must be maintained at all times. Should a breach of security resulting from negligence on the part of the contractor occur, the sum of \$10,000 per occurrence will be deducted, not as a penalty but as liquidated damages.

QUESTIONS

All questions must be submitted through BIDSYNC (formerly RFP Depot.) Answers will be given via the BIDSYNC site.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

** * * * **

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and

2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED."

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned to the vendor only at the State's option.

INTRODUCTION

The USOE annually assesses ELLs to determine their level of academic ELP in accordance with NCLB. The results of the assessment are used for accountability purposes under NCLB. The State has used the UALPA since the 2005-06 school year to determine that proficiency. The UALPA is still under development and is scheduled to be complete for the 2010-11 school year.

The UALPA was designed to measure academic ELP as described by the State's ELP Standards. ELLs in the State are heterogeneous, encompassing those residing in urban, suburban, and rural areas and representing ethnic groups that include, among others, American Indian, European, Latin American, Asian, and Pacific Islander. There are also ELLs in the State's migrant population. ELLs in Utah speak heritage languages such as Navajo, as well as languages from around the world.

The UALPA is a modified version of an assessment developed by the Mountain West Assessment Consortium (MWAC) to fulfill the requirements of NCLB. The purpose of the assessment is to determine the level of academic ELP of K-12 ELL students. Data derived from the assessment is used to inform annual growth determinations. The information provided by the UALPA could be used to support instructional efforts on behalf of ELLs and to help ensure that they attain full English proficiency.

The UALPA assesses academic ELP in four modalities: Listening, Speaking, Reading, and Writing. UALPA test forms were designed for specific grade spans: K, 1-2, 3-6, 7-8,

and 9-12. The UALPA reports a total score that reflects overall academic ELP and reports scores for each modality as well as for the modality of Comprehension (a combination of select items from the Listening and Reading tests).

The USOE currently has a bank of 350 items developed by the MWAC available for use in an assessment specifically in Utah. The USOE has an additional 415 items over five grade spans currently in field test, as well as an additional 300 items developed but not yet ready for field test. The USOE is developing an additional 700 to 800 items. All items the USOE had developed post MWAC participation are sole property of the State.

The USOE is now interested in receiving proposals for an ELP assessment system that will allow the State to provide a valid assessment of ELP in an efficient and cost effective manner.

ITEMS FOR CONSIDERATION

Describe how each of the following requirements would be implemented, performed, or otherwise accomplished under a contract written to fulfill the requirements of this RFP. Please provide samples and/or examples where applicable.

Requirements

1. Overview of the Required ELP Assessment

The ELP assessment acquired under this RFP process will first be administered in the 2009-10 school year. Approximately 48,000 K-12 ELL students who have been identified for placement in a language development program will be assessed in the first year of the contract. It is anticipated that this number will increase in each subsequent year. The State has an interest in controlling costs as well as acquiring a valid assessment of ELP. Therefore, the offeror may propose the use of comparable alternating forms and/or equated forms. Ongoing development is acceptable, but must be outlined in the proposal and must include costing.

2. Required components of the ELP Assessment

a. General description of required assessment

Offerors are to propose the acquisition of a full service ELP assessment including, but not limited to:

- An ELP assessment that determines students' proficiency levels in the language modalities of listening, speaking, reading, writing and comprehension.
- An ELP assessment that uses tests that are age appropriate for grades

K-12.

- An ELP assessment that includes both multiple choice and constructed response items appropriate to the construct assessed.
- Valid and reliable scoring processes with documented quality control mechanisms in place.
- Reports at the student/parent, teacher, school, Local Education Agency (LEA), and State Education Agency (SEA) levels including overall scaled scores, overall proficiency levels, and appropriate proficiency levels in each modality. These should be delivered electronically and on paper.
- As a cost option, a placement instrument used to place students in Alternative Language Services (ALS) programs.

b. Administration

The offeror must describe the process of administration of the test, i.e., the required materials and proctor/student interaction during administration.

- Provide a test blueprint of the current assessment for each grade span.
- Provide average timeframes for administration of each modality of the assessment for each grade span and indicate if the modality is administered individually or in a group setting.
- Provide the number of forms available for the ELP assessment and address how they are used (e.g. alternating years).
- Describe current and projected future uses of technological solutions in administration (e.g. use of prerecorded voice to administer the listening tests).
- Describe plans (if any) for future computer-based administration of the ELP Assessment.

c. Accommodations

- Describe plans to provide accommodations for students with Individualized Education Programs (IEP) or ADA Section 504 plans for the ELP Assessment. A list of currently provided accommodations as well as those anticipated for the future must be provided. See http://www.schools.utah.gov/assessment/documents/Special_Needs_Accommodations_Policy.pdf for a list of allowed accommodations under the current version of Utah's Assessment Participation and Accommodations policy.
- Offerors must include their existing procedures and/or plans for an alternate ELP Assessment based on alternate achievement standards for those students who are cognitively unable to participate meaningfully in the assessment in accordance with current federal

legislation. The offeror should present this requirement as a cost option.

d. Timeline for delivery

The offeror must propose an initial timeline for delivery that takes the following requirements into account:

- If a placement instrument is offered, it must be available for use by LEAs on or before September 1, 2009.
- An administration window must not be longer than January 11, 2010 to April 2, 2010.
- Score reports at all levels and in both formats are to be delivered by May 1 of each year of the contract.
- The procedures necessary to meet the alignment requirements are described below.

3. Standards

The State of Utah requires an ELP assessment that fulfills the requirements of NCLB. The offeror must describe the standards/framework upon which the assessment is based, the grade spans tested, and the existing proficiency levels in each language modality for each grade span.

- Provide a copy of the standards/framework on which the assessment is based.
- Provide a brief history of the development of the standards/framework.
- Provide the proficiency descriptors, overall and in each modality (speaking, listening, writing, reading, and comprehension).

a. Alignment to ELP Standards

The State is currently revising the Utah ELP Standards. The new standards will be based on the ESL Standards for Pre-K-12 students published by the Teachers of English to Speakers of Other Languages (TESOL) Association with an emphasis on academic language acquisition and linguistic skills. Therefore, the offeror must provide documented evidence that the ELP Assessment is aligned to the TESOL Standards, especially those that deal directly with academic language and linguistic skills. In order to show alignment the offeror must (1) provide evidence that the ELP Standards on which the ELP assessment is based are aligned to the TESOL Standards and (2) provide evidence that the ELP Assessment is aligned to the ELP Standards on which it is based. The offeror must also document how those ELP standards address academic language acquisition and linguistic skills. The offeror must present the framework or standards on which the assessment is based.

b. Alignment to Content Standards

The offeror must provide documented evidence that the ELP Assessment is aligned to the achievement of the Utah Core Curriculum in English Language Arts, Mathematics, and Science as required in NCLB Title III regulations. The offeror must be able to show the linkage between the ELP Standards to which the assessment is aligned and the Utah Core Curriculum Standards in the above content areas and social studies in each grade level and grade span. For the purposes of this requirement:

Alignment refers to the degree to which the content (e.g., skills, concepts) in two sets of standards or in an assessment and set of standards match in terms of breadth, depth, and range of complexity. Alignment relationships tend to be direct relationships (matches between skills, content) and are typically observed between standards and assessments for a single student population (e.g., general education, English language learners, students with disabilities).

Linkage refers to relationships that tend to be developmental, foundational, or proximal and is typically observed between standards and/or assessments developed for different student populations (e.g., general education, English language learners, students with disabilities) (WestEd, 2004; Sato, Lagunoff, Worth, Bailey, & Butler, 2005; Bailey, Butler, & Sato, 2007).

The Utah Core Curriculum is available online at:

Elementary English Language Arts:

<http://www.schools.utah.gov/curr/core/CoreWord/LAK-6.pdf>

Secondary English Language Arts:

<http://www.schools.utah.gov/curr/core/CoreWord/LA7-12.pdf>

Elementary Mathematics:

<http://www.schools.utah.gov/curr/core/CoreWord/Mth3-6.pdf>

Secondary Mathematics:

<http://www.schools.utah.gov/curr/core/CoreWord/Mth7-12.pdf>

Elementary Science:

<http://www.schools.utah.gov/curr/core/CoreWord/Scie3-6.pdf>

Secondary Science:

<http://www.schools.utah.gov/curr/core/CoreWord/Scie7-8.pdf>

<http://www.schools.utah.gov/curr/core/CoreWord/Scie9-12.pdf>

Social Studies:

<http://www.schools.utah.gov/curr/core/corepdf/SocialStudiesCoreFinal.pdf>

<http://www.schools.utah.gov/curr/core/CoreWord/SoSt7-12.pdf>

c. Alignment to Future Standards

When the Utah ELP Standards are fully developed the State will conduct an alignment study. Further development and/or augmentation of the adopted ELP Assessment may be necessary to respond to the alignment study. Such development and/or augmentation will be handled as a contract amendment. However, as an unbudgeted part of its response to this RFP, the offeror should propose the procedure it would use to accomplish any such development and/or augmentation.

4. Technical Requirements

The offeror must document how its offered ELP Assessment meets the requirements of NCLB and current Title III guidance and interpretations as well as meeting high technical standards. Specifically, the offeror must respond to the following technical requirements:

- Meets technical requirements of validity, reliability, and freedom from bias.
- Meets requirements of high technical quality of the items used as well as the technical quality of the test structure.
- Has evidence of validly measuring the construct of academic language in the four modalities of listening, speaking, reading, and writing as well as comprehension as a combination of other modalities.
- Has evidence of aligning to the achievement of challenging academic standards.
- Has evidence that the items used are appropriate to the grade span they assess.
- Is fair and accessible to the ELL population, including those with disabilities.
- Has evidence of its current alignment to the TESOL Standards and methods of improving alignment if necessary.
- Has a reporting system that facilitates appropriate, credible, and defensible interpretation and use of ELP assessment data.
- Provides interpretive guidance of ELP assessment reports.
- Demonstrates progress toward and attainment of English language proficiency in that it appropriately differentiates among English language skills and knowledge in each language domain (modality) and each grade span.

5. Training

The offeror's response must address the arrangement and facilitation of training to provide an overview of the assessment. The offeror must also be prepared to provide training in test design and administration procedures and ongoing support to LEA Assessment Directors (ADs) and Alternative Language Services (ALS) Directors. Since scoring of speaking items will be done at the LEA level during administration, the offeror also must address training in the process of scoring locally scored items.

The offeror's response to training must include details for an annual face-to-face statewide training, before the beginning of each assessment cycle, of all ADs and ALS Directors in each year of the contract. An online training course (in addition to the face-to-face training) that would be available in all years of the contract that covers the same topics is preferred.

- The contractor will be responsible for face-to-face statewide training of all ADs and ALS Directors during all years of the contract.
- Training will be conducted by the contractor and USOE staff to support ADs and ALS Directors to fulfill their obligation to facilitate administration of the ELP Assessment. The contractor will coordinate with USOE staff prior to trainings to determine content, select topics, and prepare training materials.
- The offeror must submit a current training plan and/or training outline that includes, at a minimum:
 - o explanation of test administration procedures
 - o explanation of training materials
 - o scoring procedures for any speaking test items scored at the LEA level
 - o procedures for data input of test results at the local level (if applicable)
 - o procedures for returning tests to the contractor for scoring and reporting
 - o interpretation and analysis of test results
- The offeror will provide a description of the offeror's online training course (if applicable) which mirrors the topics covered in the face-to-face training. The training course should include capabilities of the system to track users. The offeror must submit a demonstration CD or link to a demonstration of the product with its response. The offeror must include documentation specifying the online training course of study is available and viable for the three major computer platforms used in Utah schools (Macintosh, PC, and Linux) through the Internet Explorer, Firefox and Safari Web browsers.

6. Distribution and Collection of Materials

Offerors must describe their process for test packaging and distribution prior to

testing and for collection subsequent to testing:

- The contractor will print and provide all needed administration materials: test administration manuals, test booklets, flip charts, answer documents, etc. for the ELP Assessment.
- Offerors must propose a method of determining print quantities (plus a reasonable amount of overage) for the ELL population in the state and a distribution plan. There are currently approximately 56,000 ELL students in the state. Of those, about 48,000 are currently receiving ALS services and, therefore, must take the ELP assessment.
- The offeror must submit a plan for providing Braille and large print editions of the ELP assessment as they are needed.
- Answer documents must include all student demographic information needed by the State. The contractor must work with the USOE to design an answer document that fulfills the State's requirements. See Appendix 1 for a current answer document.
- The offeror will describe how it will deliver and retrieve (if applicable) all test materials at the SEA, LEA, and school levels.
- The offeror must describe its preferred method for secure material storage.

7. Scoring

The contractor will score all student responses on the ELP assessment with the exception of constructed response items in the speaking test (scored locally during administration). The offeror must, therefore, propose a method of scoring that produces valid and reliable results for all tests. The offeror must describe at a minimum:

- Methods of securely transporting student answer documents from the school and/or LEA to the scoring site.
- Methods of scoring multiple choice items, including scanning hardware and software and quality assurance/quality control procedures for this scoring.
- Methods of scoring constructed response items including:
 - o How scores will be determined, e.g. human scoring, artificial intelligence scoring.
 - o How range finding and calibration activities for constructed response scoring are accomplished.
 - o Scorer qualifications.
 - o How scorers are recruited.
 - o How scorers are trained.
 - o How scorers are supervised during the scoring process.
 - o Scoring rubrics used.

- o Quality control procedures the contractor will use to assure accurate and reliable scoring.
 - o Rescoring procedures and requirements for rescoring.
- Methods for aggregate (overall) score processing.

The USOE has the capabilities to scan and score multiple choice items. The USOE has the capabilities of scanning constructed response items. The offeror should indicate if this is a possibility within the context of the product. If it is, what responsibilities would be acceptable to shift to the USOE. What would the cost savings be to the overall contract if the USOE performed such responsibilities.

8. Reporting

The contractor will develop, print, and distribute score reports on the student/parent, teacher, school, LEA, and SEA levels. Score interpretation guides are required for the student/parent, school, and LEA reports. The offeror must provide samples of each report and score interpretation guide that will be produced. The offeror must list the languages in which the interpretation guides and reports are available. The offeror must detail the degree of flexibility in report design. All final report designs must be reviewed and approved by the USOE. The offeror must provide a timeline for report production (return of results). The timeline should differentiate timelines for each report type, if applicable.

The USOE has the capabilities to produce score reports if data is provided. The offeror should indicate if this is a possibility within the context of the product. If it is, what responsibilities would be acceptable to shift to the USOE. What would the cost savings be to the overall contract if the USOE performed such responsibilities.

Dynamic electronic reporting at all levels is preferred. If dynamic electronic reporting is currently offered, the offeror must provide either a URL of its reporting website (where reports may be viewed) or a CD with a functional version of the reporting site. If dynamic electronic reporting is not currently offered, the offeror may present plans for development of dynamic electronic reporting. Dynamic electronic reports, however, may not replace printed reports.

Reports must include, at a minimum:

- Student/Parent Reports
 - o An overall proficiency level
 - o A scaled score
 - o Proficiency levels for each modality
 - o Proficiency level descriptors
 - o Student historical data in all categories
- Teacher reports

- o Overall proficiency levels
- o Scaled scores
- o Proficiency levels for each modality
- o Student historical data in all categories
- o Aggregate and summary of all information
- School reports
 - o Overall proficiency levels
 - o Scaled scores
 - o Proficiency levels for each modality
 - o Student historical data in all categories
 - o Aggregate and summary of all information
- LEA Reports
 - o Aggregate and summary of information in the above reports
- State Reports
 - o Aggregate and summary of information in the above reports, disaggregated by LEA.

9. **Psychometric Work**

The contractor will be expected to perform all psychometric services required. The contractor will provide, at a minimum:

- An annual Technical Manual, specific to the Utah administration delivered by November 1 of the same year for the most recent administration..
- Year-to-year equating across test forms. Pre-equated models are preferred. If the offeror proposes the use of alternating forms, evidence that they are comparable must be provided.
- Statistical and judgmental evidence of item quality on an annual basis.
- A method of cross-walking 2008-09 UALPA scores with scores to the vendor's 2009-10 ELP Assessment for AMAO and accountability purposes. This is necessary to create a link for the transition years of 2008-09 to 2009-10.
- A description of the standard setting process used to set the ELP assessment's current achievement standards.
- The offeror must also discuss whether a new standard setting is recommended due to a new use in Utah. The offeror must propose a method of setting standards including all steps in the standard setting process.
- If it is determined by the USOE that a new standard setting is necessary, after the first year of administration the contractor must conduct a workshop for the new standard setting process to set proficiency levels for the ELP Assessment based on Utah data. This is to be presented as a cost option.

10. **Data Transfer**

All student score data must be transferred to the State for inclusion in the USOE data warehouse after scoring and reporting are complete each year by June 1.

- A) Data submitted as XML must be in a USOE approved and well formed structure and must be defined by a schema (XSD or DTD).
- B) Any data about an individual student will include the Utah statewide student identifier (SSID) of that student.
- C) Any data that identifies a school will include the state identification number associated with that school.
- D) Any data that identifies an LEA will include the state identification number associated with that LEA.

Data Required for USOE (assessment & data warehouse) Student File:

- Source: contractor
- File to include, but not limited to, the following:

Data File Fields to USOE	Data Type
District Number	CHAR
School Number	CHAR
SSID	UNSIGNED INT
LEA SID	UNSIGNED INT
Last Name	CHAR
First Name	CHAR
Middle Initial	CHAR
DOB	DATE MMDDYYYY
Gender	CHAR
Grade	INT
UALPA Level	CHAR

11. Project Management

The offeror must propose a plan for managing the Utah ELP Assessment program and include a list of proposed personnel with their qualifications and resumes. At a minimum, the plan must include:

- Project Manager – The contractor will appoint a project manager who oversees the management of the project. The offeror shall specify the

percentage of this person's time devoted to this project. The offeror shall also address how continuity in project management will be maintained over the life of any contract.

- Support Staff – The contractor will appoint support staff as appropriate to the successful completion of contract deliverables.
- Management Meetings – The contractor will support regular management meetings with the State's ELP assessment specialist and other USOE staff as needed.
 - o The contractor shall conduct biweekly status meetings with the State ELP assessment specialist, followed by meeting minutes provided in a timely manner. The State anticipates the updates and contacts will be more frequent within various phases of the project.
 - o The contractor shall conduct a face-to-face kick-off meeting and subsequent yearly face-to-face status meetings with USOE personnel.
 - o The contractor will manage expenses for all meetings required for the contract. Costs may include: reimbursement to participants for mileage, hotel accommodations, teacher substitutes or stipend, cost of meals and breaks, and facilities. Expenses for supplies and materials will be managed by the contractor. All costs will be reimbursed according to state rates and guidelines.
- Meeting Expenses – The contractor will manage expenses for all meetings required for the contract. Costs may include: reimbursement to participants for mileage, hotel accommodations, teacher substitutes or stipend, cost of meals and breaks, and facilities. Expenses for supplies and materials will be managed by the contractor. All costs will be reimbursed according to state rates and guidelines.
 - o For the purposes of the cost proposal in the category of face-to-face trainings, the offeror should assume the following counts: a total of 150 attendees, requiring an average of 100 miles travel, 30 attendees requiring lodging, dinner, and breakfast per diem, and 20 attendees requiring substitute/stipend (at \$100)
- Management Reports – In addition to management meetings, the contractor will provide the following reports:
 - o monthly budget, invoice, and progress reports;
 - o annual project plan and schedule; and
 - o immediate (within 24 hours) reports of any unusual activities/events.

12. Invoicing

Detailed invoices shall be submitted for services rendered in accordance with the invoicing schedule agreed upon as part of any contract award, coinciding with USOE's fiscal year which ends June 30, reflecting the budget agreed upon as a result of this RFP. Invoices for payment must reflect work completed rather than invoicing based on set time intervals. All invoices for printing and/or distributing

any materials required for delivery of service under a resulting contract must be invoiced for exact cost. Offerors must include a sample detailed invoice and any typical supporting documentation, as part of their proposals.

13. Company Qualifications

The offeror must describe its qualifications for developing and administering an ELP assessment. Experience in ELP standards and assessments must be outlined. The ELP assessment offered must have been administered during at least two of the last five years. Resumes of all staff involved in the Utah ELP assessment project must be provided, listing their backgrounds, experience, and expertise in ELP standards and assessment as well as related teaching and/or research experience. All certifications must also be listed.

14. References

The offeror must provide at least five references who know the quality of its work in large scale ELP assessment. Please include names, titles, addresses, telephone numbers and e-mail addresses. The State prefers that the references be limited to state level assessment or Title III personnel who have been personally and directly involved in large scale ELP assessments the offeror has conducted and can speak to the requirements of this RFP.

15. States Currently Using the Assessment

The offeror must provide a list of states currently using their existing ELP assessment with a contact person for each state. Please include contact names, titles, addresses, telephone numbers and e-mail addresses.

16. Options

There are four cost options described throughout the Items for Consideration Requirements. Offerors should respond to each within the appropriate context of the overall items for consideration, as well as briefly in this requirement. Each option should be budgeted as a standalone cost option for the cost proposal.

- a. Placement Instrument available by September 1, 2009 (from requirement #2)
- b. Implementation of alternate ELP based on alternative achievement standards (from requirement #2c)
- c. Electronic reporting (from requirement #8)

- d. New standard setting if necessary, including proficiency level workshop; psychometric support; standard setting process(from requirement #9)

PROPOSAL RESPONSE FORMAT

All proposals must include:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in the offeror's proposal.

Vendor performance on prior and existing contracts with the USOE is subject to review and discussion and may be utilized in the decision-making processes inherent in this RFP.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
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30 %	Cost
------	------

- 30 % Demonstrated ability to meet the scope of work
- 20 % Demonstrated technical adequacy
- 20 % Organizational evaluation, including references

Proposal Evaluation Score Sheet ACQUISITION OF AN ELP ASSESSMENT

Solicitation #

Firm Name:

Score assessed as follows:

0 = Failure

1 = Poor: inadequate, fails to meet requirement

2 = Fair: only partially responsive

3 = Average: meets minimum requirement

4 = Above average: exceeds minimum

5= Superior

Evaluator: _____

Date: _____

The evaluation committee will use the following detailed evaluation sheet in which each requirement listed below (except cost) is comprised of multiple sub-categories which will be scored based on the scoring rubric provided above.

Demonstrated ability to complete entire scope of work	Score (0-5)	Weight	Total Points Received	80 Points Possible Category Weight=30
general description of required assessment	5	1		5
administration (including how administered, what materials are required)	5	1		5
technological solutions to administration	5	1		5
Accommodations	5	1		5
timeline for delivery	5	1		5
training plan	5	2		10
materials production to specification	5	1		5
plan for distribution of materials	5	1		5
plan for collection of materials	5	1		5
scoring – method	5	1		5
scoring - appropriate and defensible	5	1		5
reporting – method	5	1		5
reporting – product	5	1		5
reporting – timeline	5	1		5
data transfer	5	1		5
Demonstrated technical adequacy	Score (0-5)	Weight	Total Points Received	85 Points Possible Category Weight=20
current standards/framework including evidence of current alignment to TESOL standards	5	1		5
performance standards	5	1		5
alignment to ELP standards	5	1		5
alignment to content standards	5	1		5
plan for alignment to future standards	5	1		5
validity and reliability requirements	5	1		5
freedom from bias	5	1		5

high technical quality of items (including age appropriateness)	5	2		10
high technical quality of test structure	5	2		10
evidence of validly measuring construct of academic language	5	1		5
evidence of modality level reporting	5	1		5
reporting system facilitates credible interpretation of data	5	1		5
provides interpretative data	5	1		5
psychometric work	5	2		10
Organizational evaluation, including references	Score (0-5)	Weight	Total Points Received	50 Points Possible Category Weight= 20
project management – staff	5	1		5
project management – plan	5	1		5
psychometric – staff	5	1		5
Invoicing	5	1		5
company qualifications	5	3		15
References	5	3		15
Total Technical Evaluation Points				

*Purchasing will use the following cost formula: The points assigned to each offeror's cost proposal will be based on the lowest Proposal Price. The offeror with the lowest Proposal Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposal Price is than the Lowest Proposal Price. An offeror whose Proposal Price is more than double (200%) the Lowest Proposal Price will receive no points. The formula to compute the points is: $\text{Cost Points} \times (2 - \text{Proposal Price} / \text{Lowest Proposal Price})$.

ELP Cost Proposal Form					
	Year One	Year Two	Year Three	Year Four	Year Five
Components	9/1/09- 8/31/10	9/1/10-8/31/11	9/1/11 - 8/31/12	9/1/12 - 8/31/13	9/1/13 - 8/31/14
Use of ELP Assessment					
Initial acquisition & ongoing proprietary use					
Other administration costs (specify)					
Accommodations--production of Braille and large print editions					
Other accommodations costs (specify) associated with standard implementation					
Alignment Work					
Base alignment support (not part of cost option)					
Trainings					
Insert trainings totals from Meeting Specifics Worksheet					
Online training course					
Other costs (specify) associated w/ training requirements					
Distribution and Collection of Materials					
Production of administration materials (insert materials total from Production/Distribution worksheet)					
Delivery and retrieval of all test materials at SEA, LEA & school levels					
Scoring					
Secure transportation of student answer documents from SEA and/or LEA to scoring site					
Scoring multiple choice items					
Scoring constructed response items					
Aggregate score processing					
Reporting					
Developing, printing, and distributing score reports for all required levels					
Score interpretation guides					
Psychometric Work					
Annual Technical Manual					
Year-to-year equating across test forms					
Statistical evidence of item quality					
Cross-walking UALPA scores for transition years of 2008-09 to 2009-10					
Data Transfer					
Annual data transfer					
Project Management					
Project manager					
Support staff					
State level management meetings (insert meetings totals from Meeting Specifics Worksheet)					
SUBTOTALS w/o cost options:					
Cost Option: Placement Instrument available by September 1, 2009					
Cost Option: Implementation of alternate ELP based on AAS					
Cost Option: Electronic Reporting					
Cost Option: New standard setting if necessary, including proficiency level workshop; psychometric support; standard setting process					
TOTALS w/ cost options:					

Meeting Specifics Worksheet*															
Meetings & Trainings as specified in RFP (fill in applicable expenses)															
Meetings 	Contract Year 1 (Kickoff meeting)			Contract Year 2 (status meeting)			Contract Year 3 (status meeting)			Contract Year 4 (status meeting)			Contract Year 5 (status meeting)		
	Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses		
	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total
Airfare															
Car rental															
Mileage															
Lodging															
	Related meeting logistics			Related meeting logistics			Related meeting logistics			Related meeting logistics			Related meeting logistics		
Meals and snacks															
Supplies and materials															
	Year 1 meeting total:			Year 2 meeting total:			Year 3 meeting total:			Year 4 meeting total:			Year 5 meeting total:		
Trainings 	Face-to-face training of ADs & ALS Dirs. (fill in applicable expenses)			Face-to-face training of ADs & ALS Dirs. (fill in applicable expenses)			Face-to-face training of ADs & ALS Dirs. (fill in applicable expenses)			Face-to-face training of ADs & ALS Dirs. (fill in applicable expenses)			Face-to-face training of ADs & ALS Dirs. (fill in applicable expenses)		
	Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses		
	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total
Airfare															
Car rental															
Mileage															
Lodging															
	Utah attendee expenses			Utah attendee expenses			Utah attendee expenses			Utah attendee expenses			Utah attendee expenses		
	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total
Mileage															
Lodging															
Per diem															
Substitute/stipend															
	Related training logistics			Related training logistics			Related training logistics			Related training logistics			Related training logistics		
Meals and snacks															
Supplies and materials															
	Year 1 training total:			Year 2 training total:			Year 3 training total:			Year 4 training total:			Year 5 training total:		

* Contractor will manage arrangements & expenses for meetings & trainings. All associated costs, such as mileage, hotel accommodations, teacher substitutes or stipends, costs of meals and breaks, facilities, and travel, shall be approved by USOE in advance of each meeting. All such costs will be reimbursed at published state of Utah per diem rates.

Production / Distribution					
Grade	Materials	Cost Per Student	Student Multiplier	Materials Total	Total
Kindergarten					
1st Grade					
2nd Grade					
3rd Grade					
4th Grade					
5th Grade					
6th Grade					
7th Grade					
8th Grade					
9th Grade					
10th Grade					
11th Grade					
12th Grade					
Overall Total					

ELP Cost Proposal Form					
	Year One	Year Two	Year Three	Year Four	Year Five
Components	9/1/09- 8/31/10	9/1/10-8/31/11	9/1/11 - 8/31/12	9/1/12 - 8/31/13	9/1/13 - 8/31/14
Use of ELP Assessment					
Initial acquisition & ongoing proprietary use					
Other administration costs (specify)					
Accommodations--production of Braille and large print editions					
Other accommodations costs (specify) associated with standard implementation					
Alignment Work					
Base alignment support (not part of cost option)					
Trainings					
Insert trainings totals from Meeting Specifics Worksheet					
Online training course					
Other costs (specify) associated w/ training requirements					
Distribution and Collection of Materials					
Production of administration materials (insert materials total from Production/Distribution worksheet)					
Delivery and retrieval of all test materials at SEA, LEA & school levels					
Scoring					
Secure transportation of student answer documents from SEA and/or LEA to scoring site					
Scoring multiple choice items					
Scoring constructed response items					
Aggregate score processing					
Reporting					
Developing, printing, and distributing score reports for all required levels					
Score interpretation guides					
Psychometric Work					
Annual Technical Manual					
Year-to-year equating across test forms					
Statistical evidence of item quality					
Cross-walking UALPA scores for transition years of 2008-09 to 2009-10					
Data Transfer					
Annual data transfer					
Project Management					
Project manager					
Support staff					
State level management meetings (insert meetings totals from Meeting Specifics Worksheet)					
SUBTOTALS w/o cost options:					
Cost Option: Placement Instrument available by September 1, 2009					
Cost Option: Implementation of alternate ELP based on AAS					
Cost Option: Electronic Reporting					
Cost Option: New standard setting if necessary, including proficiency level workshop; psychometric support; standard setting process					
TOTALS w/ cost options:					

Meeting Specifics Worksheet*															
Meetings & Trainings as specified in RFP (fill in applicable expenses)															
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Airfare															
Car rental															
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Lodging															
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Airfare															
Car rental															
Mileage															
Lodging															
	Utah attendee expenses			Utah attendee expenses			Utah attendee expenses			Utah attendee expenses			Utah attendee expenses		
	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total
Mileage															
Lodging															
Per diem															
Substitute/stipend															
	Related training logistics			Related training logistics			Related training logistics			Related training logistics			Related training logistics		
Meals and snacks															
Supplies and materials															
	Year 1 training total:			Year 2 training total:			Year 3 training total:			Year 4 training total:			Year 5 training total:		

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7th Grade					
8th Grade					
9th Grade					
10th Grade					
11th Grade					
12th Grade					
Overall Total					

ELP Cost Proposal Form					
	Year One	Year Two	Year Three	Year Four	Year Five
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Cross-walking UALPA scores for transition years of 2008-09 to 2009-10					
Data Transfer					
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Project Management					
Project manager					
Support staff					
State level management meetings (insert meetings totals from Meeting Specifics Worksheet)					
SUBTOTALS w/o cost options:					
Cost Option: Placement Instrument available by September 1, 2009					
Cost Option: Implementation of alternate ELP based on AAS					
Cost Option: Electronic Reporting					
Cost Option: New standard setting if necessary, including proficiency level workshop; psychometric support; standard setting process					
TOTALS w/ cost options:					

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	Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses		
	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total
Airfare															
Car rental															
Mileage															
Lodging															
	Related meeting logistics			Related meeting logistics			Related meeting logistics			Related meeting logistics			Related meeting logistics		
Meals and snacks															
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	Year 1 meeting total:			Year 2 meeting total:			Year 3 meeting total:			Year 4 meeting total:			Year 5 meeting total:		
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	Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses			Contractor attendee expenses		
	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total	# of travelers	amount per traveler	total
Airfare															
Car rental															
Mileage															
Lodging															
	Utah attendee expenses			Utah attendee expenses			Utah attendee expenses			Utah attendee expenses			Utah attendee expenses		
	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total	# of attendees	amount per attendee	total
Mileage															
Lodging															
Per diem															
Substitute/stipend															
	Related training logistics			Related training logistics			Related training logistics			Related training logistics			Related training logistics		
Meals and snacks															
Supplies and materials															
	Year 1 training total:			Year 2 training total:			Year 3 training total:			Year 4 training total:			Year 5 training total:		

* Contractor will manage arrangements & expenses for meetings & trainings. All associated costs, such as mileage, hotel accommodations, teacher substitutes or stipends, costs of meals and breaks, facilities, and travel, shall be approved by USOE in advance of each meeting. All such costs will be reimbursed at published state of Utah per diem rates.

Production / Distribution					
Grade	Materials	Cost Per Student	Student Multiplier	Materials Total	Total
Kindergarten					
1st Grade					
2nd Grade					
3rd Grade					
4th Grade					
5th Grade					
6th Grade					
7th Grade					
8th Grade					
9th Grade					
10th Grade					
11th Grade					
12th Grade					
Overall Total					

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional

Terms and Conditions; 4. Contractor Terms and Conditions.

26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 3 Sept 2008)

Question and Answers for Bid #BV9076 - Academic English Language Proficiency Assessment for English Language Learners

OVERALL BID QUESTIONS

Question 1

The excel file BV9076 'Meeting Trainings Worksheets' contains the worksheets for the 'ELP Cost Proposal Form' and 'Production Distribution Form'. Was it the State's intent to have the information submitted in duplicate? (Submitted: May 7, 2009 4:14:55 PM MDT)

Answer

- No. There are 3 forms that need to be submitted. They are Meeting Trainings Worksheets, ELP Cost Proposal Form, Production Distribution Form. (Answered: May 11, 2009 12:31:13 PM MDT)

Question 2

In the past, it has been permissible to deliver the hard copies of the proposals after the deadline, provided that the electronic copy was delivered before the deadline. If necessary due to the short turnaround, will this be permissible on this RFP as well? (Submitted: May 12, 2009 7:55:28 AM MDT)

Answer

- No. Proposals (electronic copy and hard copy) must be received by the posted due date and time. (Answered: May 12, 2009 8:29:20 AM MDT)

Question Deadline: May 20, 2009 12:00:00 PM MDT