

STATE OF UTAH

**SOLICITATION NO. DB9010**

Acquisition of An Online Writing Assessment System

RESPONSES ARE DUE PRIOR TO:

Jul 1, 2009 2:30:00 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 DB9010

Acquisition of An Online Writing Assessment System

Bid Number DB9010
Bid Title Acquisition of An Online Writing Assessment System

Bid Start Date Jun 9, 2009 1:28:05 PM MDT
Bid End Date Jul 1, 2009 2:30:00 PM MDT
Question & Answer End Date Jun 24, 2009 7:00:00 AM MDT

Bid Contact David W Bryan
Purchasing Agent III
Administrative Services / Purchasing
801-965-4178
dbryan@utah.gov

Contract Duration See Specifications
Contract Renewal See Specifications
Prices Good for See Specifications

Bid Comments All questions concerning this solicitation must be submitted through BidSync. Only answers issued through the BidSync system or issued via an authorized and properly issued addendum shall be the official position of the State.

Any modification to this procurement effort shall be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official position of the State and shall be binding. Anyone submitting a response to this solicitation, with basis in or other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State.

Item Response Form

Item DB9010-1-01 - Acquisition of an Online Writing Assessment System
Quantity 1 n/a
Unit Price
Delivery Location State of Utah
No Location Specified
Qty 1

Description
See Specification for details.



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 Representative'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 ONLINE WRITING ASSESSMENT SYSTEM
Solicitation # DB9010**

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 online writing assessment system for both formative and summative uses 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 Utah State Office of Education (USOE) annually assesses writing to determine student proficiency. Since the 2002-03 school year the State has used the Direct Writing Assessment (DWA), developed by the USOE in conjunction with an outside vendor, as a summative writing assessment for sixth and ninth grade students. The DWA was developed to assess student proficiency in persuasive writing using the six traits writing rubric. In the 2008-09 school year approximately 82,000 students were assessed statewide using the DWA.

Due to recent changes in state law, the USOE is now interested in acquiring licenses for an online writing assessment system to serve as a summative and as a formative assessment tool for fifth and eighth grade students. The online writing assessment system chosen must provide summative data that meets state accountability requirements and formative data 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 USOE. The reference number for the transaction is Solicitation # **DB9010**. 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.

The preferred method of submitting your proposal is electronically through BIDSYNC (formerly RFP Depot). However, if you choose to submit hard copies, one original and 12 identical copies of your proposal must be received at 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.

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 life of the contract. 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 any allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State of Utah's standard terms and conditions. These may be accessed at :
<http://purchasing.utah.gov/contract/documents/termsandconditionsagencycontract3sept2008p.pdf>

ADDITIONAL TERMS AND CONDITIONS

In addition to the standard terms and conditions as prescribed by Utah law, 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. Offerors 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, offerors must include a detailed description of each problem, its resolution, if any, as well as any damage amounts awarded. Additionally, offerors 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.

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.

To the extent that any late delivery or untimely performance is caused or contributed to by the acts or failures to act of the USOE or any third party outside the control of the contractor, liquidated damages shall not be assessed.

ELIGIBLE OFFERORS

Public or private organizations with demonstrated expertise in developing large-scale online writing assessments at both the elementary and secondary levels are eligible to apply. In addition, the offeror must have advanced skills in psychometrics and statistics, the ability to develop technical manuals, and the organizational capacity to manage a large-scale assessment program.

QUESTIONS

All questions must be submitted through BIDSYNC (formerly RFP Depot). Answers will be given via the BIDSYNC site. Questions received after DB9010 will not be accepted or answered.

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 only at the State's option.

INTRODUCTION

Beginning with the 2009-10 school year, the USOE will annually assess the writing of fifth and eighth grade students. The results of the summative assessment will be used for accountability purposes under the Utah Performance Assessment System for Students (U-PASS). The USOE has administered the Direct Writing Assessment

(DWA) since the 2002-03 school year to determine writing proficiency. Recent changes in State law have necessitated a change from the DWA to an online writing assessment system.

The DWA was designed to measure persuasive writing for sixth and ninth grade students. The student responses were hand written, scanned, and scored by a contractor's scoring staff using a six trait rubric. The six traits of writing are ideas and content, organization, voice, word choice, sentence fluency, and conventions.

The USOE is now interested in receiving proposals for an online writing assessment system that will allow the State to provide a valid summative and formative assessment of writing 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.

Scope of Work

A. Summative Assessment Requirements

1. Overview of the Summative Online Writing Assessment System

The online writing assessment system acquired under this RFP process will first be administered in the 2009-10 school year. Approximately 45,000 fifth and 41,000 eighth grade students will be assessed in the first year of the contract. The USOE has an interest in controlling costs as well as acquiring a valid assessment of writing.

2. Required Components of the Summative Online Writing Assessment System

a. General description of required assessment

Offerors are to propose the licensing of an online writing assessment system that includes, but is not limited to:

- Scoring of students' writing using a rubric based on the six traits of writing.
- Using prompts developed by the contractor that are:
 - o Persuasive in nature
 - o Age appropriate for students in grades 5 and 8
 - o Determined by the contractor, and verified by the Writing Assessment Specialist at the USOE, to be free of bias and are sensitive to emotional, cultural, and political issues
- Providing a minimum of 5 persuasive prompts per grade level to the USOE Writing Assessment Specialist by October 1st of each year of the contract. The Specialist will choose the prompts to be used for summative

administration by November 15th of each year.

- Ensuring the security of the prompts chosen by the Specialist for the summative online writing assessment.
- Providing timely scores using an artificial intelligence scoring program.
- Providing a scoring rubric for teachers to use in preparation for the summative assessment. The current six trait rubric is available at [http://www.schools.utah.gov/eval/DOCUMENT/UBSCT WRITING SCORING RUBRIC.pdf](http://www.schools.utah.gov/eval/DOCUMENT/UBSCT_WRITING_SCORING_RUBRIC.pdf).
- Reporting of scores as an overall analytic composite, not holistic, score. To provide continuity, the range of scores will be 1-5 for each of the six traits, allowing for a score range of 6-30.
- Using a scoring process that is proven, with documentation provided to the USOE, to be valid and reliable with documented quality control mechanisms.
- Recommended cut scores for determining levels of student proficiency.
- Providing reports at the student/parent, teacher, school, LEA, and State Education Agency (SEA) levels. These should be delivered electronically.

b. System Characteristics

The offeror must integrate their summative system into the existing Utah public education technology infrastructure. Currently that infrastructure consists of a wide area educational network that covers all of the state; local Novell, Windows, and Apple OS X based LANs in each school or LEA; and central server facilities (at Utah Education Network, and the USOE) that support various types of servers (Web, database, file, print, backup, e-mail) on Unix, Windows, Novell, and Linux operating systems. The desktops split between 50% Windows, 40% Macintosh, and 10% Linux operating systems.

This system will be administered via client/student workstation within multiple, industry-standard hardware and software environments that students and proctors/administrators interact with. The test administration process must be clear and able to be learned in a short amount of time (e.g., requiring no more than three hours of training). The system must be supported in Windows, Macintosh, and Linux environments. Both students and proctors/administrators must have the opportunity to learn the system and its associated processes and tools, specific to role functionality each year.

c. Software Installation and Upgrading/Updating

The system must be based on a major relational database management system with read-only access provided to authorized USOE personnel.

Software must be able to be set-up in a manner in which the workstations can be used for purposes other than testing when active testing is not occurring.

The software must allow a student to logoff the system, without forcing a reboot of the machine or a re-loading of the testing software.

This proposal must include a description of the technical set-up required to administer the online writing assessment, including how much time each workstation requires, and typical processes required for set-up (network and workstation). Personnel from each LEA must be able to prepare student workstations for summative testing no less than 60 days prior to testing, with limited resources.

d. System Security and Data Integrity

There must be means for discouraging cheaters and hackers. Students must not be able to perform any actions during summative testing, other than those required for testing.

Data encryption must occur at all levels of transmission. There must be a security plan and model for servers. Loss of data must be prevented within all testing sessions. The offeror must explain its failover capabilities for all data at the server level and for tests in progress so each student response is securely recorded as responses are made. Student response data must be securely buffered or temporarily stored locally then transmitted to the vendor. Multiple restart points must exist so that a student is returned to the prompt they were responding to in the case of a testing interruption. These restarts must preserve data including the prompt and partial response completed by the student prior to the interruption. Once the vendor confirms receipt of the data, the local data should then be deleted from the local storage locations. One of these locations may be at a Utah site (the USOE or other designated location).

e. Client Hardware Requirements

The offeror must indicate which operating systems and workstation specifications are currently supported by its system. The offeror's system must be minimally compatible with the Mac OS 10.3, Windows 2000/XP/ Vista operating systems, and the Linux 2.6 kernel. Student, proctor, and administrative interfaces must function within a W3C DOM enabled browser. Any workstation, regardless of operating system, must require no more than a 500 MHZ processor, 256 MB total RAM, 1 gigabyte of hard drive space, and a resolution of 800 x 600. A procedure must be in place for the USOE to provide written approval for the vendor to cease supporting operating systems or browsers to which the vendor has agreed to support at a prior time.

If the offeror's system does not meet these minimum specifications, a plan must be presented outlining how testing will be performed within this environment.

Preference will be given to proposals that provide the required functionality with the smallest footprint. If entirely web-based, it is desired that workstation

setup be limited to ensuring the browser is the correct version needed for the system.

f. Server and Network Requirements

All server architectures will be considered. If LEA or USOE servers must be utilized for testing, preference will be given to Windows with .Net application servers, with either IIS or Apache for the Web server component and SQL Server, or MySql for the database management system.

The proposed system must be firewall friendly, and work with authentication proxies and caching servers. Internet connectivity varies across LEAs and schools. Some schools have no more than a single T1 line, while most secondary schools and about half of the elementary schools have at least 100 Mbps and up to 1 Gbps circuit connections. The proposed system must administer tests and receive student responses based on either 10BaseT or above Ethernet LANs with Internet/intranet based WAN requirements being no more than a single T1 line.

g. Technical Support

The offeror must present a technical support plan outlining the support services that will be provided, beginning with the implementation and continuing through the length of this contract. Technical support recipients include the USOE, LEAs, and schools, through all time periods of implementation. A method for how individuals from LEAs may resolve problems experienced during set-up, testing, and use of the system prior to live testing during the summative assessment window must be included. Interactive and automated online help procedures must be available for system users to access as a first help desk step.

During the summative assessment window, support must be available for a minimum of ten hours a day, five days a week, Monday through Friday to troubleshoot technical issues and address user issues and questions. Methods/protocols for receiving inquiries (e.g., a toll-free phone number, fax, e-mail, interactive online communication) must be presented. The USOE must be provided with response scripts/decision trees used in these methods/protocols to allow for USOE oversight. Response times and methods must also be specified. Response methods must include providing an acknowledgement of said inquiry to the individual making the inquiry along with the expected resolution timeframe (within an hour of its receipt). At the conclusion of summative testing, a report summarizing inquiries and resolutions must be provided to the USOE.

h. Accommodations

Offerors must describe how they will use Utah's Participation and Accommodations policy with their assessment. See http://www.schools.utah.gov/assessment/documents/Special_Needs_Accom

[modations Policy.pdf](#) for a list of allowed accommodations under the current version of the policy.

The offeror must describe its system capability for providing online or computer-based accommodations for students with disabilities.

The offeror must describe:

- o the method for test administrators will use to enter required accommodations for students.
 - o how the online system will record and report those accommodations to the USOE.
- i. Timeline for delivery
The offeror must propose an initial timeline for delivery that takes the following requirements into account:
 - The administration window begins 14 weeks before the final Monday of the school year. (This date varies across LEAs.)
 - The administration window must be for three weeks.
 - Score reports at all levels are to be available within three weeks of the close of the administration window each year.

3. Technical Requirements for the Summative Online Writing Assessment System

The offeror must document how its online writing assessment system meets 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 prompts used as well as the technical quality of the scores given to students.
- Explains the process for training the artificial intelligence system.
 - o Is the system based on hand-scoring?
 - o How many student responses used per prompt to train the system?
- Shows evidence that the artificial intelligence program used to score the student responses yields comparable results as human scoring.
- Shows evidence that the prompts used are appropriate to the grade level they assess.
- Uses a reporting system that facilitates appropriate, credible, and defensible interpretation and use of online writing assessment data.

- Provides interpretive guidance of online writing assessment reports.

4. Training for the Summative Online Writing Assessment System

The offeror must propose a cost- and time-effective, comprehensive training plan that will result in:

- Proficient pre-test data handling between the USOE and the LEAs
- Successful test administration
- LEA understanding of the resulting assessment data and their implications for instruction

5. Distribution of Materials for the Summative Online Writing Assessment System

Offerors must describe the process for online prompt and protocol distribution for the summative assessment:

- providing all needed administration materials in a timely manner, for the summative online writing assessment system
- maintaining the security of the prompts used in the summative assessment
- how the secure prompts will be made available to students during the three week assessment window
- how students who cannot access the prompt online and provide responses themselves via the computer platform will interact with the system

6. Scoring of the Summative Online Writing Assessment System

The contractor will score all student responses on the online writing assessment system using an artificial intelligence program. 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 storing student data
- Methods of scoring student responses, including:
 - o How artificial intelligence scoring aligns with human scoring
 - o How range finding and calibration activities are accomplished
 - o How the scoring rubrics were developed
 - o How the scoring rubrics are used
 - o What other quality control procedures will be used to assure accurate and reliable scoring
 - o How the system will deal with testing irregularities
 - § Off-topic responses
 - § Possible cheating

- § Power or system failures
- o How “alert” papers will be detected and delivered to the USOE specialist
 - § Students’ responses indicate that they may be in danger, possibly victims of neglect or abuse
 - § Students’ responses indicate they may cause harm to self or others
- o Rescoring procedures

7. Reporting Scores for the Summative Online Writing Assessment System

Electronic reporting is required at all levels. As part of the proposal, 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.

The contractor will develop score reports at the student/parent, teacher, school, LEA, and SEA levels per the USOE specifications. 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. All final report designs must be reviewed and approved by the USOE.

Reports must include, at a minimum:

- Student/Parent Reports
 - o Analytic summary score
 - o Scores for each trait
 - o Trait descriptors
- Teacher reports
 - o Analytic summary and trait scores for students
 - o Aggregate and summary of all information
- School reports
 - 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.

8. Psychometric Work for the Summative Online Writing Assessment System

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 to the USOE by October 1 each year for that year’s data (e.g., on October 1, 2010, the Technical Manual delivered to the USOE will have technical data relating to the 2009-10 administration), including, but not limited to:
 - o An overview of the online writing assessment system
 - § Description of the assessment

- Prompt generation and distribution
- Artificial intelligence engine
- § Response n-counts, both statewide and by LEA
 - Overall
 - Date of submission
 - Grade level
 - Demographics
- § Description of security measures
- § Description of trainings provided
- § Quality control for scoring process
- § Summary of testing irregularities
- § Summary of alert responses
- o Statistical analysis of the online writing assessment system
 - § Fifth grade comparison of trait scores
 - § Eighth grade comparison of trait scores
- o Detailed information about student submissions
 - § Fifth Grade
 - Daily submission frequency
 - Daily/cumulative score point distribution reports
 - § Eighth Grade
 - Daily submission frequency
 - Daily/cumulative score point distribution reports
- o Detailed information about the distribution of scores across:
 - § Traits
 - § LEAs
 - § Demographics
- Statistical evidence of prompt quality on an annual basis.
- Statistical evidence of artificial intelligence quality on an annual basis.

9. Data Transfer for the Summative Online Writing Assessment System

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 May 1. Data submitted will be accepted with the following guidelines.

- A) XML, CSV, or ASCII fixed format are acceptable.
- B) Each data file(s) must contain a header element or schema that describes the data.
- C) Any data that refers to individual students will reference the corresponding Utah State SSID number associated with each student.
- D) Any data that refers to a school will reference the State Identification number associated with that school.
- E) Any data that refers to a district will reference the State Identification number associated with that district.

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

- Source: contractor
- Format: XML with schema information, CSV, or fixed format ASCII .
- 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 MM/DD/YYYY
Gender	CHAR
Grade	INT
Analytic Score	CHAR

B. Formative Assessment Requirements

1. Overview of the Formative Online Writing Assessment System

The formative online writing assessment system acquired under this RFP process will be used by students and teachers throughout the school year for practice in writing and to inform instruction. This assessment will first be implemented in the 2009-10 school year. Approximately 45,000 fifth and 41,000 eighth grade students will be using this program for formative assessment throughout the first year of the contract. LEAs also have the option of applying for a grant for eleventh grade students to participate in the formative portion of the online writing assessment system. It is anticipated that LEAs may want to acquire this system for additional grades. As a cost option, include cost-per-student for grades 3-12. The USOE has an interest in controlling costs as well as acquiring a valid assessment of writing.

2. Required Components of the Formative Online Writing Assessment System

- a. General description of required assessment

Offerors are to propose the licensing of a formative online writing assessment system including, but not limited to:

 - Artificial intelligence scoring of writing using the six traits of writing: ideas and content, organization, voice, word choice, sentence fluency, and conventions.
 - Multiple graphic organizers available to students.

- Prompts that are age appropriate.
- Prompts at multiple levels of difficulty.
- Prompts across a variety of topics and genres, including, but not limited to:
 - o Persuasive writing
 - o Narrative writing
 - o Descriptive writing
 - o Expository writing
 - o Literary (text based) writing
 - o Business/technical writing
- A sufficient number of prompts available for use to provide adequate practice in online writing
- The ability for teachers to input prompts for their own students that will be scored automatically using the artificial intelligence system
 - o Explain how these prompts will be maintained in the system
 - o Explain how teachers will share these prompts with other teachers in the LEA
- Analytic scores and instructional feedback for the six traits of writing.
 - o Timely feedback to students and teachers. Feedback must include, but is not limited to:
 - § Number of submissions and dates of submissions for each prompt
 - § An analytic score for each of the six writing traits
 - § A graphic representation of student progress
- All scores and feedback will be held in a writing portfolio with a minimum 3 year storage capacity. This writing portfolio must move with the child from grade to grade, school to school, and/or LEA to LEA.
- Valid and reliable scoring processes with documented quality control mechanisms in place.

b. Administration

The formative assessment response system must adhere to the requirements outlined for the summative response system, with the additional requirement that features of the formative system must mirror the summative system to provide an environment where students follow the same processes, and experience the same look and feel during classroom assessment as they experience during the summative online writing assessment.

c. Timeline for delivery

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

- The traditional school year begins in August.

- The USOE anticipates that students would begin using the formative online writing assessment system by August 1, 2009.
- After the 2009-10 school year, the USOE anticipates that the system would be operational from the first day of each school year.

3. Training for the Formative Online Writing Assessment System

The offeror must propose a comprehensive training plan/outline that will result in:

- Proficient data handling at the LEA level
- Successful ongoing formative use
- Ability of LEAs to implement resulting data to inform instruction

4. Scoring of the Formative Online Writing Assessment System

The contractor will score all student responses on the formative online writing assessment system using an artificial intelligence program. 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 storing electronic data.
- Methods of scoring student responses including:
 - o How scores will be determined using artificial intelligence scoring.
 - o How range finding and calibration activities are accomplished.
 - o Scoring rubrics used.
 - o Quality control procedures the contractor will use to assure accurate and reliable scoring.

5. Reporting Scores for the Formative Online Writing Assessment System

Electronic reporting at all levels is required. 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.

The contractor will develop score reports on the student/parent, teacher, school, and LEA 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. All final report designs must be reviewed and approved by the USOE. In addition to online report viewing, LEAs must be able to download reports in PDF, Excel, and .CSV formats.

Reports must include, at a minimum:

- Student/Parent Reports
 - o An overall analytic score

- o Scores for each trait
 - o Student historical (for up to 3 years) data
- Teacher reports
 - o Student analytic and trait scores
 - o Student historical (for up to 3 years) data
 - o Graphic data of class and student scores by:
 - § Trait
 - § Prompt
 - § Date
 - § Frequency of submissions per prompt
 - § Overall number of submissions
 - o Aggregate and summary of all information
- School reports
 - o Classroom level reports
 - § Average analytic score
 - § Average trait score
 - § Frequency of submission
 - § Average number of submissions per student per prompt
 - § Historical information
 - o School level reports
 - § Average analytic score
 - § Average trait score
 - § Frequency of submission
 - § Average number of submissions per student per prompt
 - § Historical information
 - o Aggregate and summary of all information
- LEA Reports
 - o Aggregate and summary of all information in the above reports

6. Technical Summary of the Formative Online Writing Assessment System

The contractor will be expected to provide an annual Technical Summary Report, specific to the Utah administration, delivered by July 1 each year, including, but not limited to:

- Statistical and judgmental evidence of prompt and scoring quality on an annual basis.
- Statistical comparison of formative and summative data.

C. General Requirements for the Online Writing Assessment System

1. Project Management

The offeror must propose a plan for managing both the summative and formative Utah online writing assessment system and include a list of proposed personnel. 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.
- **Content Specialist** –The contractor will appoint a writing content specialist who is responsible for the prompts associated with both the summative and formative assessments in this project. The offeror shall specify the percentage of this person's time devoted to this project.
- **Psychometrician** - The contractor will appoint a psychometrician who oversees the development of the Technical Manual and is responsible for ensuring the technical quality of the assessment system. The offeror shall specify the percentage of this person's time devoted to this project.
- **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 writing assessment specialist and other USOE staff as needed.
 - o The contractor shall conduct monthly status meetings with the USOE Writing Assessment Specialist, preceded with a detailed agenda and followed by meeting minutes in a timely manner. The USOE 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 with USOE personnel.
 - o The contractor will manage expenses for all meetings required for the contract.
- **Management Reports** – 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.
- **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.

2. Company Qualifications

The offeror must have demonstrated expertise in large-scale test development and have a record of accomplishment in the development and refinement of high quality assessment systems. Offerors must provide letters of reference and specific examples of previous statewide test administration work. The offeror must demonstrate a history of meeting deadlines and satisfying contract requirements. Minimum required skills include subject area experience at target grade levels for individuals who will supervise item development; expertise in advanced psychometrics and statistics; ability to develop technical manuals; and the organizational capacity to manage large-scale assessment systems. The offeror must submit resumes of all staff who will be involved in the project. The USOE reserves the right to approve or disapprove project management staff.

3. References

The offeror must provide at least five references who know the quality of its work in large-scale online writing assessment. Include names, titles, addresses, telephone numbers and e-mail addresses. The USOE prefers that the references be limited to state-level assessment personnel who have been personally and directly involved in large-scale online writing assessment systems the offeror has developed and can speak to the requirements of this RFP.

4. Options

In addition to the other deliverables contained herein, offerors will be evaluated based on – and must detail – the cost per student for the following services:

- a. Eleventh grade students for those LEAs who participate in the USOE sponsored formative online writing grant.
- b. Schools/LEAs that want to have students in grades other than those already addressed in this RFP (fifth, eighth, and eleventh) involved in the formative online writing assessment system. This should be broken down by grade level from third-twelfth, if there is a cost differential across grades.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

RFP Form. The State's Request for Proposal form completed and signed.

Executive Summary. The one or two page executive summary is written 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. Proprietary information requests should be identified in this section.

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.

Cost Proposal. In preparing the proposed budget for the project, the offeror must **provide a statement of total costs** and **annual budgets**. Provide detailed costs in the following areas:

A. Personnel costs (aggregated and disaggregated by position and annual hours for the project)

B. Overhead costs

C. Travel costs*

D. Supporting meetings*

For example: reimbursement to participants for mileage, hotel accommodations, teacher substitutes or stipend, cost of meals, breaks, and facilities.

E. Supplies and materials

Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

*Costs will be reimbursed at state rates as specified in the State of Utah Accounting Policies and Procedures section FIACCT 10-02.00. Per Diem will be paid at current State of Utah rates which are: breakfast (\$8.00-10.00), lunch (\$11.00-14.00), dinner (\$16.00-21.00). Tips and tax with meals are included in the per diem amount. Hotel rates are reimbursed at \$90.00 per night in metropolitan Salt Lake City. (Note: per diem and hotel rates may change through the course of the contract. Expenses will be reimbursed at the rate extant at the time of expenditures.)

PROPOSAL EVALUATION CRITERIA

On review of the submitted proposals and based on the best interest of the Stat, a decision will be made as to whether the award will include each and every element of

this RFP. The evaluation committee will then evaluate qualifying proposals against the weighted criteria as outlined in the attached evaluation form. Each area of the evaluation criteria for which a budget quotation is provided must be addressed in detail. 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 RFP response review.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
30 %	Cost*
45%	Demonstrated ability to meet the scope of work
7.5%	Demonstrated technical adequacy
10%	Organizational and staff evaluation, including references
7.5%	Work Sample Evaluation

**ACQUISITION OF AN ONLINE WRITING ASSESSMENT SYSTEM
SOLICITATION #DB9010
RFP EVALUATION SCORESHEET**

Online Writing RFP Evaluation Criteria						
Requirement Category	Score (0-5)		Weight		Points Earned	Category Weight
Demonstrated ability to complete entire scope of work (225 points available)						45.00
Summative Assessment						
Scoring rubric based on the six traits of writing		x	1	=		
Prompts--persuasive, age appropriate, free of bias, sufficient number, security		x	2	=		
Artificial intelligence scoring--training of system, comparability to human scoring		x	1	=		
Reporting of scores--overall analytic composite, online		x	1	=		
Scoring process--valid, reliable, range finding, calibration, irregularities, crisis/alert papers		x	2	=		
Integration of system with existing technology infrastructure		x	2	=		
System based on major relational database management system		x	1	=		

System security and data integrity		x	1	=		
Minimal compatability with stated operating systems		x	2	=		
Server and network requirements		x	1	=		
Technical Support		x	1	=		
Accommodations		x	1	=		
Timeline for delivery		x	1	=		
Training plan		x	2	=		
Technical Manual		x	1	=		
Formative Assessment						
Artificial intelligence scoring--training of system, comparability to human scoring		x	1	=		
Analytic scores and instructional feedback		x	2	=		
Reporting of scores--overall analytic composite, online, graphic representation of student scores, maintenance of scores, transfer of scores from school/LEA across the state		x	1	=		
Graphic organizers available for students		x	1	=		
Prompts--variety of topics, age appropriate, free of bias, sufficient number		x	3	=		
Teacher-created prompts--input, shared, maintained in the system		x	1	=		
Alignment with the summative system		x	2	=		
Timeline for delivery		x	1	=		
Training plan		x	2	=		
Technical summary		x	1	=		

General						
Cost per-student for 11th grade formative participation		x	5	=		
Cost per-student for 3rd-12th grade formative participation		x	5	=		
	Total points earned =					
Calculate weighted score. Total points earned x 0.2 =						/ 45.00
Demonstrated technical capability (37.5 points available)						7.50
Data exchange protocols		x	2.5	=		
Adequate facilities and technical equipment		x	2.5	=		
Quality control procedures		x	2.5	=		
	Total points earned =					
Calculate weighted score. Total points earned x 0.2 =						/ 7.50
Organizational and staff evaluations, including references (50 points available)						10.00
Experience and expertise in large scale assessment		x	1	=		
Project management plan		x	1	=		
Plan for effective communication		x	1	=		
Invoicing		x	1	=		
Timetables		x	1	=		
References		x	2	=		
Project management knowledge and experience		x	1	=		
Psychometric knowledge and experience		x	1	=		
Content knowledge and experience in writing assessment		x	1	=		
	Total points earned =					
Calculate weighted score. Total points earned x 0.2 =						/ 10.00
Work Sample Evaluation (37.5 points						7.50

available)						
Sample persuasive prompts for 5th grade summative assessment		x	2	=		
Sample persuasive prompts for 8th grade summative assessment		x	2	=		
Sample prompts for 5th grade formative assessment		x	1.5	=		
Sample prompts for 8th grade formative assessment		x	1.5	=		
Sample forms and materials for workshops		x	0.5	=		
	Total points earned =					
Calculate weighted score. Total points earned x 0.2 =						/ 7.50
Cost* Will be enter by State Purchasing.						30.00
					é inserted by state purchasing	
Total						100.00

OWL Summative Assessment Cost Proposal Form	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four	Contract Year Five
Components					
Use of online writing assessment					
Initial acquisition & ongoing use					
Other administration costs (specify)					
Integrate summative system into existing infrastructure					
Accommodations--provision of IEP/504 & future assessments					
Trainings--summative & formative inclusive					
Insert trainings totals from Meeting Specifics Worksheet					
Other costs (specify) associated w/ training requirements					
Distribution and Collection of Materials					
Provision of administration & other materials (insert materials total from Production/Distribution worksheet)					
Other delivery and retrieval of any test or related materials at SEA, LEA & school levels					
Scoring					
Six traits artificial intelligence scoring					
Secure storage of student data					
Other costs (specify) associated w/ scoring					
Reporting					
Developing score reports for all required levels					
Provision of electronic reports					
Score interpretation guides					
Psychometric Work					
Annual Technical Manual					
Annual statistical evidence of prompt quality					
Annual statistical evidence of artificial intelligence quality					
Data Transfer					
Annual data transfer					
Project Management--summative & formative inclusive					
Project manager					
Content specialist					
Psychometrician					
Support staff					
State level management meetings (insert meetings totals from Meeting Specifics Worksheet)					
TOTALS:					

OWL Formative Assessment Cost Proposal Form			Contract Year Two	Contract Year Three	Contract Year Four	
		Contract Year One				Contract Year Five
Components						
Use of online writing assessment						
	Initial acquisition & ongoing use					
	Teacher input of prompts					
	Other administration costs (specify)					
Scoring						
	Six traits artificial intelligence scoring					
	Analytic scores & automated six traits instructional feedback					
	Student-centric 3 year writing portfolio					
	Secure storage of student data					
Reporting						
	Developing score reports for all required levels					
	Provision of electronic reports					
	Score interpretation guides					
Technical Summary						
	Annual Technical Summary Report					
TOTALS:						

Meeting Specifics Worksheet for both formative & summative assessments*																	
Meetings & Trainings as specified in RFP (fill in applicable expenses)																	
Meetings	Contract Year 1 (Kickoff meeting)																
	Contractor attendee expenses																
	# of travelers	amount per traveler	total														
	Airfare																
	Car rental																
	Mileage																
	Lodging																
	Other (specify)																
	Related meeting logistics																
	Meals and snacks																
	Supplies and materials																
	Other (specify)																
	Year 1 meeting total:																
Trainings (if proposed)	Face-to-face training (fill in applicable expenses)			Face-to-face training (fill in applicable expenses)			Face-to-face training (fill in applicable expenses)			Face-to-face training (fill in applicable expenses)			Face-to-face training (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																
	Other (specify)																
	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																
	Other (specify)																
	Related training logistics			Related training logistics			Related training logistics			Related training logistics			Related training logistics				
	Meals and snacks																
	Supplies and materials																
	Other (specify)																
	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			
insert applicable expenses			
Grade	Materials (specify)	Distribution	Total
5th Grade			
8th 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. **IDENTITY DOCUMENTS AND VERIFICATION ACT:** The Identity Documents and Verification Act will apply to contracts signed after July 1, 2009.
 - 5.1 **Identity Documents and Verification**
Effective July 1, 2009, the Contractor and its subcontractors, contract employees, staffing agencies at any tier, shall be responsible for compliance with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act and all applicable status verification laws. The Contractor is required to have this identical provision in all of its subcontracts with such language that assures that this provision shall be a requirement for all subcontracts at every tier.
 - 5.2 **Indemnity Clause for Identity Documents and Verification**
A. Contractor shall protect and indemnify the State and its representatives against a claim or liability arising out of or resulting from violations of any of the above listed items, whether violated by employees, agents, or contractors of the following: 1. The Contractor; 2. Subcontractor at any tier; and/or 3. Suppliers of materials or services at any tier.
B. Design Professional engaged by the State or Design Professional engaged by the Contractor: 1. Design Professionals are required to indemnify the State from liability claims which result from negligent act, wrongful act, error or omission, or other liability imposed by law; and 2. This indemnity will apply for a person for whom the Design Professional has direct or indirect control or responsibility, including the Design Professional's consultants, independent contractors, agents, employees or anyone else for whom the Design Professional may be liable.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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).
21. **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.
22. **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.
23. **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.
24. **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.
25. **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).

26. **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.
27. **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: 5 Mar 2009)

Question and Answers for Bid #DB9010 - Acquisition of An Online Writing Assessment System

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jun 24, 2009 7:00:00 AM MDT