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

REQUEST FOR PROPOSALS (RFP)

SBAC RFP NO. 05

This RFP is available at the Office of Superintendent of Public Instruction website located at http://www.k12.wa.us/RFP/ and at the Office of General Administration, Washington Electronic Business Solution (WEBS) Procurement Website at http://www.ga.wa.gov/webs/. All RFP amendments or Consultant questions and OSPI answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes in order to receive notifications: ***924-05*** *Educational Advisory Services;* ***918-38*** *Education and Training Consulting;* ***924-19*** *Educational Research Services;* ***924-20*** *Examination and Testing*

PROJECT TITLE: SMARTER Balanced Assessment Consortium Psychometric Services

PROPOSAL DUE DATE: 4:30 p.m., Pacific Standard Time (PST) November 7, 2011

ESTIMATED CONTRACT PERIOD: January 9, 2012 through September 30, 2014. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

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

SUBMIT PROPOSAL TO:

Michael Middleton
Director, Business and Special Populations
Assessment and Student Information

Proposal Delivered by Mail:
P.O. Box 47200, Olympia, WA 98504-7200

Proposal Delivered by Express/Hand Delivery, Or Courier:
600 Washington Street South, Olympia, WA 98501

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

FAXED BIDS WILL NOT BE ACCEPTED.

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

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Section A. INTRODUCTION

1. DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

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

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

Contractor – Individual or company whose proposal has been accepted by OSPI and is awarded a fully executed, written contract.

Letter of Intent – A letter submitted by a potential consultant/vendor notifying OSPI that they intend to apply for the RFP when it is issued.

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

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

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

SBAC – Smarter Balanced Assessment Consortium.

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

2. PURPOSE OF REQUEST FOR PROPOSALS

The Office of Superintendent of Public Instruction (hereafter referenced as "OSPI") acting on behalf of the SMARTER Balanced Assessment Consortium (hereafter referenced as the "CONSORTIUM") is initiating this Request for Proposal (RFP) to solicit proposals from organizations (hereafter referenced as the "VENDOR") interested in participating in the CONSORTIUM's grant from the U.S. Department of Education's *Race to the Top Assessment Program* (Exhibit G). The CONSORTIUM is a collaborative of states mutually aligned to generating the assessment tools and instructional resources that affiliated states can access as part of the federal government's and each member state's education reform efforts. The purpose of this RFP is to select a psychometric services partner that will support the objectives of the CONSORTIUM and will provide quality psychometric services including the following tasks:

- Determine Linking and Equating Design for Fixed Forms
- Develop Technical Manuals
- Determine Standard-Setting Design and collect data for it
- Determine Vertical Scale Design and collect data for it
- Select Items and Tasks for Pilot Test Forms
- Develop Pilot Test Item and Task Data Review Materials
- Conduct Psychometric Analysis to Support Pilot Test Data Review
- Conduct Analysis of Pilot Test
- Select Anchor Items and Tasks for Calibration and Building the Vertical Scale
- Final Field Test Forms Verification
- Conduct Psychometric Analysis to Support Field Test Data Review
- Present as necessary to help derive consensus among TAC members

A successful procurement shall result in the awarding of a contract between OSPI and the successful service provider (hereafter referenced as "CONTRACTOR".)

3. BACKGROUND

Authorized under the American Recovery and Reinvestment Act of 2009 (ARRA), the Race to the Top Assessment Program provides funding to consortia of states to support the development and implementation of new common high-quality assessments that: 1) are aligned with the SBAC's common set of college- and career-ready, K–12 standards (the basis of which will be the Common Core State Standards released by the Council of Chief State School Officers and the National Governors Association; refer to Exhibit H, 2) are valid and instructionally useful, 3) provide accurate information about what students know and can do, and 4) measure student achievement against standards or expectations designed to ensure that all students gain the knowledge and skills needed to succeed in college and the workplace. Over the past decade, state assessment results have brought much-needed visibility to disparities in achievement among groups of students and helped meet increasing demand for data that can be used to improve teaching and learning. These new assessments are intended to play a critical role in educational systems, providing administrators, educators, parents, and students the data and information needed to continuously improve teaching and learning.

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

to determine school and educator effectiveness, identify professional development and support needs, improve programs, and guide instruction.

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

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

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

Overview of Comprehensive Assessment Systems Grants

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

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

In addition to meeting the need for assessment systems that can be used to determine whether students are college- and career-ready, this grant category seeks to ensure that the results from those systems will, in turn, be used meaningfully by institutions of higher education (IHEs). Under this grant

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

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

4. OBJECTIVE AND SCOPE OF WORK

VENDORS supporting the objectives of this RFP will be responsible for facilitating, organizing, coordinating, and implementing a set of comprehensive psychometric designs, services and products for the CONSORTIUM, and for the completion of activities as assigned by the Executive Director, consistent with the personal services agreement, in efforts to fulfill the assessment development objectives of the CONSORTIUM.

The CONSORTIUM recognizes the importance of assuring strong technical quality in assessment. The activities to be fulfilled are fundamental to producing results with the high degree of accuracy and validity required for the purpose of measuring student knowledge and skills against college- and career-ready standards in mathematics and English language arts. The psychometrics services partner will design, implement and document activities that lead to quality measures of achievement and growth. The partner will also produce technical manuals that document processes and products supporting overall validity.

The activities in this contract support both the summative and interim assessment components of the CONSORTIUM's comprehensive common assessment system. The psychometric services partner must be experienced and knowledgeable in the full range of assessment design and measurement issues facing the CONSORTIUM (computer adaptive testing, automated scoring, vertical scale development, linking and equating, and standard-setting). The partner will need staff with expertise in assessment that informs the instructional process. The partner will have the will and ability to unambiguously represent the CONSORTIUM with accuracy and integrity critical to the success of the CONSORTIUM's efforts.

This RFP calls for the VENDOR's best judgment on plans, strategies, and recommendations for accomplishing this scope of work. However, the CONSORTIUM recognizes that some elements of the scope are not fully explained in this RFP; these elements require additional policy clarification from the U.S. Department of Education (ED) or decision-making by Governing States and/or the SBAC Executive Committee. As a result, key information to support further scope definition still is forthcoming.

In such cases, it is expected that the CONTRACTOR will work with CONSORTIUM leaders to define outstanding issues, identify appropriate decision-makers, locate information to inform decision-making (e.g., research literature, expert opinion), and recommend defensible, feasible approaches to

addressing those elements. The CONTRACTOR will be adept in considering alternatives and in weighing tradeoffs and will be prepared to provide CONSORTIUM leaders with best-case options and approaches for handling such work. Documentation of supporting research for all proposed approaches is an expected product of this contract.

5. STATE'S ROLE

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

6. VENDOR QUALIFICATIONS

Minimum Qualifications

- Must be licensed to do business in the United States of America.
- Ability to respond to CONSORTIUM needs in a fast-paced environment with multiple deadlines.
- Minimum 10 years demonstrated knowledge and experience in analysis of item response theory psychometric models.
- Minimum 5 years experience with computerized adaptive testing models.
- Demonstrated experience with operational large scale assessment data sets.
- Expertise in the use of assessments that are used in the course of instruction and whose primary purpose is to inform instruction.
- Demonstrated expertise in equating, item calibration, item pool analysis and evaluation of adaptive test validity and reliability.
- Demonstrated expertise in vertical scale development and growth modeling.
- Ability to work with Technical Advisory Committee and SBAC work groups as needed.
- Demonstrated capacity to support committees reviewing item and test data.
- The proposal must include at least one full-time senior project manager with substantial experience in managing complex psychometric projects.

Preferences

- Preference will be afforded to vendors with significant operational experience in large scale assessment, especially adaptive assessment.
- Preference will be afforded to vendors with capacity to include a senior-level psychometrician with well-established credentials in K–12 educational assessment.

7. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 9, 2012 and end on or about September 30, 2014. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

Additional services that are appropriate to the scope of this RFP, as determined by OSPI, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

8. FUNDING

The CONSORTIUM has set a maximum of $3,560,925 for the period starting approximately January 9, 2012 through September 30, 2014. Proposals exceeding the budget for this procurement will be considered non-responsive.

The exact financial terms shall be determined during contract negotiation. Proposals shall include Consultant's most favorable and competitive cost estimate to perform the work.

9. ADA

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

Section B. GENERAL INFORMATION FOR CONSULTANTS

1. RFP COORDINATOR

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

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

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on OSPI. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI Issues RFP	October 7, 2011
2.	Letter of Intent Due	October 18, 2011
3.	Question and Answer Period	October 7, 2011
4.	Pre-Proposal Conference (optional)	
6.	Last Date for Questions Regarding RFP	October 21, 2011
7.	Final Question and Answer Addendum or Amendment Posting (must be posted on OSPI's website and WEBS.)	October 28, 2011
8.	Proposals Due	November 7, 2011
9.	Evaluation of Written Proposals	November 9–22, 2011
10.	Oral Interviews with Finalists (if determined necessary by OSPI)	November 28, 2011
11.	Announce "Apparent Successful Contractor"	December 7, 2011
12.	Debriefing Conferences (if requested)	December 8–9, 2011
13.	Contract Negotiation	December 13–23, 2011
14.	Contract Start Date	January 9, 2012

OSPI reserves the right to revise the above schedule.

3. LETTER OF INTENT

A Letter of Intent to Bid in response to this RFP, though not mandatory, is highly encouraged by OSPI as a means to ensure sharing communications regarding this solicitation. Those perspective bidders interested in participating in this RFP should plan to submit a Letter of Intent (to the RFP Coordinator identified above) by 4:30 p.m. **(Pacific Daylight Savings Time),** on October 18, 2011. This letter may be sent via fax, email attachment, or postal or express courier service.

4. SUBMISSION OF PROPOSALS

VENDORS are required to submit twenty-one **21** copies of their proposal. One (1) copy must be hardcopy with original signatures, as noted in Section C, while the remaining twenty **20** copies are to be provided electronically on compact discs (CD) or flash drives. The proposal, whether mailed or hand delivered, must be received by OSPI no later than **4:30 p.m. Pacific Daylight Time in Olympia, WA on November 7, 2011.** The proposal is to be sent to the RFP Coordinator at the address noted in Section B.1. The envelope should be clearly marked to the attention of the RFP Coordinator, who is OSPI's sole point of contact for this procurement.

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

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

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

5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

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

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

OSPI will consider a Consultant's request for exemption from disclosure; however, OSPI will make a decision predicated upon RCW 42.56. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until

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

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

6. ADDENDUMS AND AMENDMENTS TO THE RFP

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

7. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

8. ACCEPTANCE PERIOD

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

9. RESPONSIVENESS

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

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

10. MOST FAVORABLE TERMS

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

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

11. CONTRACT AND GENERAL TERMS & CONDITIONS

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

12. COSTS TO PROPOSE

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

13. NO OBLIGATION TO CONTRACT

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

14. REJECTION OF PROPOSALS

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

15. COMMITMENT OF FUNDS

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

16. STATEWIDE VENDOR PAYMENT REGISTRATION

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

17. INSURANCE COVERAGE

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

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

Section C. PROPOSAL CONTENTS

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

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

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

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

1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal, the attached Certifications and Assurances form (Exhibit A to this RFP), and attached Contractor Intake Form (Exhibit E to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship). Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, fax number and email address of legal entity or individual with whom contract would be written;
2. The name of the contact person for this RFP;
3. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.);
4. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists;
5. Location of the facility from which the Consultant would operate; and
6. A detailed list of all materials and enclosures included in the Proposal;

2. TECHNICAL PROPOSAL (SCORED)

The maximum page limit for the technical proposal is 200 pages. Technical proposals that exceed 200 pages will be viewed as non-responsive. The Technical Proposal must contain a comprehensive description of services including the following elements:

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

B. Work Plan – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Vendor's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of SBAC staff. The Vendor may also present any

creative approaches that might be appropriate and may provide any pertinent supporting documentation.

C. Project Schedule – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.

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

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

Please Note: Mere repetition of the work statement in Section 1 will be considered non-responsive.

F. Risks

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

3. MANAGEMENT PROPOSAL

A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** – Vendors should provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

2. **Staff Qualifications/Experience** – Vendors should identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. No individual's resume should exceed 5 pages. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of OSPI.

B. Experience of the Consultant (SCORED)

1. Indicate other relevant experience that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract.

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

C. References (MANDATORY)

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

D. Contractor Intake Form (MANDATORY)

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

4. COST PROPOSAL (MANDATORY)

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

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

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

5. TECHNICAL REQUIREMENTS

OVERVIEW

The CONTRACTOR will work with the CONSORTIUM's Executive Director, its executive committee, its lead psychometrician, the validation and psychometrics work group, other work groups and other CONSORTIUM contractors. The CONTRACTOR will serve as the CONSORTIUM's psychometric services partner to provide analysis, materials, and support as necessary to fully implement a common assessment grant awarded by the U.S. Department of Education.

A priority of the CONSORTIUM's commitment to its member states is to provide valid, reliable, and timely assessments of the CCSS implemented in the RTTT of ARRA, and adopted by most of states in Union. The tests will be developed for grades 3-8 and High School, and assess English/language arts/Literacy and mathematics. The full system comprises summative, interim and formative assessment, each designed for a specific purpose. This contract provides psychometric services for both the summative and interim components of the system. Summative assessments will comprise a computer adaptive component, using technology enhanced tasks with selected and constructed response items, and performance task component.

A further priority of is to provide technically sound, reliable, and valid results regarding student achievement and growth against the common core of state standards in multiple subareas of English Language Arts/Literacy (ELA) and Mathematics. The results for any computer adaptive portion of the assessments must be returned within 48 hours while the results of any hand-scored portions must be returned within 2 weeks. The results must, in a reliable and valid way, report on score reporting categories within each content area as determined by the English Language Arts/Literacy (ELA) and

Mathematics content specifications to give profiles of student achievement and growth within each content area. Both machine and human scored components will be combined to provide a final score profile. The results must also reliably and validly report on student achievement and growth regardless of how low or high the achievement of each student.

The CONSORTIUM has also made a commitment to make both summative and interim tests available to member states. An interim bank of items is intended to be initially calibrated to the same scales as items in the operational pool, but will be at a lower level of security and can be treated as exposed items. The CONTRACTOR will calibrate and evaluate these items using the same methods and criteria as is used for the summative pool. States will be able to use these items for their own instructional purposes. The interim assessment system will allow states to craft alternative test designs, according to local preference.

The CONSORTIUM will provide an interface that allows member states to construct a variety of tests from the interim bank. The CONTRACTOR will be responsible for evaluating the technical quality of summative tests.

While no operational student scores will be reported during the period of this contract, the CONTRACTOR will propose activities that build the foundation to support these ultimate priorities in operation. All psychometric analysis will be subject to independent evaluation and it is expected that data and methods will be made available for this effort. The Standards for Educational and Psychological Testing (1999) will be used as a frame of reference for evaluating the technical quality of work products.

6. TASK SCHEDULE

The main tasks for which the psychometric services vendor is responsible are listed with their start and completion dates in the following table:

Task	Task Name	Start	Finish
2.1	Determine Linking and Equating Design for Special Forms	Jan 2012	Feb 2012
2.2	Develop Technical Manuals	Jan 2012	Aug 2014
2.3	Determine Standard-Setting Design	Jan 2012	Feb 2014
2.4	Determine Vertical Scale Design	Jan 2012	Mar 2012
2.5	Design Pilot Test Sampling Plan and Select Items and Tasks for Pilot Test Forms	Aug 2012	Nov 2012
2.6	Develop Pilot Test Item and Task Data Review Materials	Feb 2013	Apr 2013
2.7	Conduct Psychometric Analysis to Support Pilot Test Data Review	Mar 2013	Apr 2013
2.8	Conduct Analysis of Pilot Test	Mar 2013	May 2013
2.9	Design Item and Student Sampling Plan and Select Anchor Items and Tasks for Calibration and Building the Vertical Scale	May 2013	Feb 2014
2.10	Final Field Test Forms Verification	Feb 2013	Feb 2014
2.11	Conduct Psychometric Analysis to Support Field Test Data Review	May 2014	Jun 2014
2.12	Conduct Psychometric Analysis to Support Item and Task Calibration	Jun 2014	Jul 2014
2.13	Present to TAC Meetings as Required	TBD	

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

2.1 Determine Linking and Equating Design for Special Forms

2.1.1 Pilot Designs – The CONSORTIUM is conducting a set of pilot test activities that include delivery of pilot forms constructed according to test blueprints and specifications. The final selection of an IRT model to perform the final operational analyses will be made following the collection of pilot data (Section 2.7). Prior to this decision point, however, certain initial design decisions must be made, e.g., sample sizes or linking designs that might be influenced or determined by the choice of IRT model. The vendor should describe and explain the rationale for the IRT model or models that form the basis for make initial design decisions.

Forms will be administered to samples of students from representative geographic, demographic and special needs groups. The pilot will also provide an opportunity for preliminary scaling and calibration activities based on the IRT model chosen. In the pilot stage, the goal is to provide links between forms in adjacent grades to establish the vertical scales on which each content area will be reported. In addition, a group of candidate anchor items for field testing will be established at this stage. Vertical scaling design is covered in section 2.5 below. In this section, describe the linking and equating procedures to be used in support of the vertical scales in each content area.

- Approach to linking across adjacent grades.
- A description of the linking/equating method. The general statistical approach used and specific method of implementation.
- A description of how the equating results will be evaluated.
- Linking design – common item or person anchors proposed including sampling of persons or items.

Pilot designs for Performance Tasks – Piloting of performance tasks is conducted to evaluate the both the tasks themselves and the system of task presentation, response collection and the distributed scoring system. The role of psychometric services at this stage is to evaluate scoring processes (including range-finding), rater consistency and task performances. The CONSORTIUM needs to assure that no scoring inconsistency is introduced by presentation and collection systems. That is, there is a need to assure that all variation in performance comes from student – task interaction, not from varying technical quality in scanning student work or presenting it to raters. The VENDOR will work with the technical group to ascertain that variability is not introduced by these systems.

2.1.2 Special (fixed) forms – CONSORTIUM tests include fixed form versions of the test designs used in the adaptive tests. Fixed form tests satisfy the content coverage, cognitive complexity and item type requirements of adaptive test event blueprints with a fixed set of items. These include paper and pencil tests for students without access to electronic platforms, and special needs forms. The CONSORTIUM will provide paper and pencil forms sufficient for three years worth of testing. Develop a design for linking these special fixed form tests to the vertical scale so that scores are equivalent to those on adaptive tests. Proposed method must include:

- A description of the equating method. The general statistical approach used and specific method of implementation.
- Linking design – common item or person anchors proposed including sampling of persons or items.

- Method of assuring comparability between fixed and adaptive forms. Describe procedure used to verify that item differences introduced by transformations such as translation or paper/pencil representation do not affect score validity.

2.1.3 The contractor will provide a detailed written description of all planned psychometric activities with sufficient time for SBAC staff and committees as appropriate to review and approve the plans.

2.1.4 Twice Annual Contractor Meetings – The contractor will be responsible for travel costs associated with two meetings annually supporting project-specific and cross-consortium contractor engagements. Vendors will be expected to allocate a sum of $60,925 of the proposed budget to support this task. Any funds from this allocation not spent on the associated travel will revert back to OSPI upon conclusion of the contract unless amended in writing by both parties.

2.2 Develop Technical Manuals

Technical manuals for all aspects of the CONSORTIUM summative tests will address development processes and technical designs pertaining to all tests and also contain test-specific technical information. All documentation shall be sufficiently complete that a qualified independent contractor can replicate all aspects of the activities.

Manual elements will include:

- Documentation of the item development process including full documentation of analyses carried out and results of the analyses carried out to support:
  - Item specification, creation
  - Content review
  - Bias and sensitivity review
  - Permissions and plagiarism review
  - Method of alignment to standards
  - Versions for accessibility
- Full documentation of dimensionality analyses
- Full documentation of model selection analyses
- Item calibration and analysis documentation
  - Method used to calculate item parameters
  - Item statistics and acceptance criteria
  - Process of item review with data
  - Methods for calibrating translated, Brailled or other accommodated items.
- Documentation of performance task development
  - Item tryouts and cognitive labs
  - Field testing
  - Real-time process for assuring Field Test inter-rater reliability
  - Process for range-finding and anchor paper selection
  - Analysis of inter-rater reliability results for Field Tests
  - Method of assuring task difficulty comparability
  - Criteria for performance assessment task acceptance
- Scaling documentation
  - Measurement model approach
  - Procedures for creating and maintaining the scales
  - Operational methods-linking, sampling, etc
  - Technical report on standard setting
  - Technical reports on equating and linking

- Test Development process – Documentation of processes used in development and decision making for:
    - Setting test purpose
    - Blueprint design
    - Algorithm design
    - Setting technical criteria for test acceptance

- Adaptive test algorithm documentation
    - Entry method
        - Selection of first item
        - Initial scoring
        - Method for preventing premature convergence
    - Selection criteria
        - Selection method
        - Method used to satisfy content constraints
        - Width of informative search (may vary throughout test, affects pool design)
        - Exposure control to maintain item security on the summative assessment, and to assure that students do not see the same items from one administration of the interim assessment to another.
    - Scoring
        - Momentary score estimation
        - Final score estimation
        - Method of calculating SEM, item information throughout test and at end
    - Termination
        - Trigger for test end
        - Final calculations
    - Output
        - Information reported on screen immediately
        - Information retained for database and reports
- Accommodations , including differential item functioning analyses and comparability analyses
    - accessibility features
    - number of students using specific accommodations
    - any changes in item performance when student uses specific accessibility features
    - any changes in item performance when student uses specific accommodations.

- Security procedures and integrity of assigning scores to students/schools
    - Procedures for Detecting Inappropriate Activities (Cheating)
    - Documentation of security procedures for summative items and tasks

- Test Development process
    - Documentation of overall processes used in development and decision making for:
        - Setting test purpose
        - Blueprint design
        - Algorithm design
        - Setting technical criteria for test acceptance
    - Criteria for operational test quality acceptance – reliability, person fit, pool adequacy, etc.
        - Validity and reliability methods and criteria

        - Section on pilot test procedures
        - Section on field test procedures

- Technical information about each summative test:
    - Statement of test purpose
    - Test blueprint
    - Test length (clock time)
    - Number of times a student can be validly tested from this pool
    - Pool characteristics and pool adequacy report
    - Results of simulation for this test
        - Fidelity to test specs
        - Reliability
        - Recovery of examinee parameters-bias, RMSE
    - Results from final Field Testing for this test (using operational design)
        - Fidelity to test specs
        - Reliability
            - Overall
            - by subgroups
            - for each accessibility version
        - Test information function
            - Overall
            - By subgroup
            - For each accessibility version
- For performance tasks
    - Evidence of score consistency across prompts
    - Documentation of scoring procedures
        - Description of scoring design including field test sampling, real time scoring monitoring and range finding activities
        - Report of how these procedures were carried out including quantitative measures
    - Characterization of student performance on this task in terms of scoring reporting categories.
- For the interim testing system the CONTRACTOR will document
    - Documentation of intended valid uses of the interim system
    - Technical guidelines for using the system
    - Documentation of professional development materials provided to system users to encourage valid system use ad result interpretation
    - Plan for monitoring item parameter drift and maintaining stability

2.3 Determine Standard-Setting Design

The CONTRACTOR will work with the CONSORTIUM to create a process that uses empirical data (regarding success in college and career training for high school and success in the next grade level up for grades 3-8) available through longitudinal data systems of member states to establish patterns of performance corresponding to achievement levels. Criteria will combine student information from both the adaptive test and from performance tasks. The CONSORTIUM's criteria for meeting proficiency must be comparable to criteria used by PARCC. Therefore the procedure must be developed in concert with methods used by PARCC and must be approved by the CONSORTIUM after reviews and recommendations from the Technical Advisory Committee. The process for standard setting will include:

- A method for selecting panelists from appropriate stakeholder groups
- Specification of the number of panelists from each group

- Approach to setting standards including how empirical data regarding students success will be integrated into the process, and how adaptive test and performance task results will be integrated.
- Method for getting agreement among panelists
- Process for approval from decision-making bodies (e.g., Executive Committee, Governing State Chiefs)
- Procedure for revision and refinement of Achievement Level Descriptors
- Benchmarking against external assessments and data elements

The CONTRACTOR should propose a standard setting method as a starting place for its collaboration with CONSORTIUM groups. The proposal should include a process to finalize standards, ALDs refinement and benchmarking.

2.4 Determine Vertical Scale Design

The CONSORTIUM is committed to the use of vertical scales to measure progress across time and grade levels. These scales must be appropriate for growth measures used in accountability and for modeling the nature of constructs across time. The use of a vertical scale creates a continuum of development from early foundational skills to later, complex skills.

The vertical scaling design will begin with a dimensionality study conducted during Pilot Testing. At that time dimensionality analyses will be conducted to see the degree to which responses support a multiple-construct interpretation and, if so, whether or not these constructs correspond to score reporting categories. The scaling process must not make the assumption that all correlation between item scores arises from the items measuring the same construct, as such assumptions may result in an artificially small number of constructs. The vertical scales must be driven by the results of the dimensionality study in each content area (ELA and Mathematics). Depending on the results of the study and the CONSORTIUM's theory of action, a single vertical scale or multiple scales may be developed in each content area. In either case, the scale will be developed as a longitudinal scale or set of scales, not a series of grade-level scales linked together.

The CONTRACTOR will propose a method of vertical scaling to be approved by the CONSORTIUM. Preliminary scaling will be done in the pilot stage, to evaluate the quality of association between forms from adjacent grades. The pilot stage delivers fixed form tests designed according to the operational content blueprint. At this stage, some preliminary linking and analysis will be done to identify any lack of continuity between grades or possible differences in construct representation across grades that prevent solid scale construction. The intent is to identify scaling issues early as problems discovered at the Field Test stage cannot be addressed in time for operational testing. In addition, some pilot tasks may be used as anchors in field testing. During field testing, when comprehensive item calibration occurs, complex linking between items at the same grade and adjacent grades will be required. The scaling design needs to address how cross-grade scaling can be carried out so that all students have had an opportunity to learn the material in linking blocks. The elements of the method should include:

- A statement of the overall scaling approach including data requirements
- The linking design for establishing initial cross-grade association in the pilot stage
- Student sampling design for pilot stage
- Pilot test form design including any links required
- Description of pilot output to be used in adjusting field test design
- Design for linking and anchoring in field test stage
- Description of field test student sampling
- Detailed scaling computation procedures

- Plan for addressing dimensionality and potential construct changes
- Description of cross-grade anchors
- Resolution of opportunity to learn content in cross-grade anchors or links
- Description of methods that will be used to evaluate the quality and appropriateness of vertical scales and equating results.
- Plan for evaluating the performance task system including
    - Verification that task presentation, collection of student work and distribution of work to scorers is technically consistent and does not introduce irrelevant variance.
    - Plan for evaluating scoring consistency
    - Plan for assuring that performance results used in making summative decisions are consistent across prompts and raters.
    - Description of any AI rating used including procedures for training the system.

2.5 Design Pilot Test Sampling Plan and Select Items and Tasks for Pilot Test Forms

- Pilot forms are intended to follow operational test event blueprints but also need to provide preliminary scaling data. In addition, pilot forms must provide additional items in sufficient number to begin populating the anchor field test pool and the pool for interim assessments. Pilot forms are delivered online and in paper/pencil versions. The CONTRACTOR will work with content experts chosen by the CONSORTIUM to select items representing specified content coverage, depth of knowledge and item types. Since item difficulty is not known at this stage, content experts will designate an approximate difficulty level for each grade group. This is important for both within-grade and cross-grade linking. Each fixed test form will have items from a wide range of difficulty. Preliminary scaling may require embedded cross-grade linking blocks, separate linking tests or sets of students who take test forms from more than one grade. The vendor will describe the process for selecting items for linking, for fulfilling the test blueprint, and for the development of the field test anchors and the interim assessment item bank. The pilot forms will be subject to these constraints:
- Fixed form, not computer adaptive
- Include all item types (i.e., selected response, constructed response, technology enhanced)
- Online and paper/pencil forms
- Pilot testing also includes pilots of performance tasks. These tasks will be given to students and rated using operational rubrics and rating processes. Analysis of Performance task responses and scoring data will determine whether tasks or rubrics need to be adjusted. Describe the type of analysis to be used for these tasks and the data required to conduct analysis.

2.6 Develop Pilot Test Item and Task Data Review Materials

After pilot testing, a series of committee meetings will be held to review item and task data for content appropriateness, bias, sensitivity, and statistical performance. The VENDOR will describe its approach to the following tasks including approaches for performance tasks that are not part of adaptive tests:

- Work with the CONSORTIUM to establish criteria for making decision during data review.
- Conduct analysis and develop a report regarding item/task writing improvements based on Pilot Test data
- Attend meetings of representative educator committees to review data (including review of translated items/tasks)
- Upload item statistics into the CONSORTIUM item bank
- Record final statistical status of the items in the CONSORTIUM item bank
- Document educator feedback and store for future use in the CONSORTIUM item bank

- Reconcile feedback for final decisions working with CONSORTUM
- Report final needs for Item/task editing based on pilot review to prepare items for Field Testing.
- For performance tasks, provide information about scoring agreement and reliability overall and during the scoring window.
- Provide information about the statistical performance of remote (distributed) scoring systems.

2.7 Conduct Psychometric Analysis to Support Pilot Test Data Review

Calculate test, item and task information as required by the CONSORTIUM. The final choice of IRT model to be used for the CONSORTIUM's operational adaptive tests will be determined by examining response data at the Pilot stage. The VENDOR will conduct a study to look at the best model. The Technical Advisory Committee will examine results and recommendations and the CONSORTIUM will make the final decision. Based on the model chosen, item data will include the appropriate IRT item and task parameters, fit statistics and DIF statistics.

The VENDOR will describe its plan for each element, the method to be used for calculations and any third party or proprietary software employed. Note that because of SBAC's commitment to transparency, no proprietary software solutions should be bid. All analyses must be conducted using either open-source or commercially available software. All analyses must further be completely documented in such a way that a qualified independent contractor can fully replicate all analyses. Note further that because of SBAC's commitment to open source solutions, that proposals specifying open source solutions will be given preference.

For performance tasks, the VENDOR will describe the method it will use to validate range-finding, monitor real-time rater agreement and assure categorical comparability across prompts and across years. VENDOR will describe the linking design used to demonstrate task consistency The CONTRACTOR will implement an approved method for each element.

The CONTRACTOR should provide enough evidence that the accommodations and accessibility features used in the SBAC assessments are effective in making the assessments more accessible for ELLs and SWDs.

The CONTRACTOR should also provide evidence that the accommodations and accessibility features used under the SBAC assessments do not alter the focal constructs and provide valid assessment outcomes.

Information at the test level must include traditional reliability and validity measures used for fixed form tests as well as test information functions and differential test function information.

In addition, the VENDOR will describe a comparability study of online and paper/pencil versions, and CONTRACTOR will conduct an approved study. . This is the only stage with equivalent fixed online and PPT forms, so it provides a unique opportunity to evaluate any changes caused by the platform alone. Describe the approach to evaluating the impact of the platform. Describe the approach to calculations for each element and any software used.

These data are to be used by committees reviewing the pilot tests and also need to be stored in the CONSORTIUM's item bank database for later reference. Propose formats for both uses.

Note that because of SBAC's commitment to transparency, no proprietary software solutions should be bid. All analyses must be conducted using either open-source or commercially available software. All analyses must further be completely documented in such a way that a qualified independent contractor can fully replicate all analyses. Note further that because of

SBAC's commitment to open source solutions, that proposals specifying open source solutions will be given preference.

2.8 Conduct Analysis of Pilot Test

Based on statistical results and committee findings, produce a report of recommendations for changes to the Field Test development process based on Pilot results. The report will include:

- Item development process revision recommendations
- Recommendations for revisions to administration materials and processes
- Analysis of anchor pools available for Field Testing
- Survey of Pilot Test participants
- Recommend changes to performance task scoring or data collection processes

2.9 Design Item and Student Sampling Plans for Field Test and Select Anchor Items and Tasks for Calibration and Building the Vertical Scale

At the beginning of the Field Test stage, the psychometric properties of many items are not yet known. Only items that have were unchanged after Pilot Tests have known characteristics. These items form the anchors and linking blocks for Field Testing. The primary purpose of Field Testing is to calibrate large volumes of items and to adjust and strengthen the scale established in Pilot Testing. Accordingly, Field Test forms may reflect overall test blueprints, but must systematically link item sets both vertically and horizontally. Anchor items will be chosen in conjunction with SBAC advisors and stakeholders. At the beginning stages of field testing, large numbers of students will receive forms with an anchor set of items and a field test set, allowing for new or revised items to be calibrated against the anchor item sets. Toward the middle and end of field testing, large numbers of students will receive computer adaptive forms that follow operational blueprints, allowing for the CONSORTIUM to test the online delivery platform for bugs, assure that the constraints are working appropriately, and that the platform is functioning as intended.

Following Field testing, all items will be recalibrated using only Field Test responses to assure that all items are adequately scaled on large-scale data before being used in operation.

The CONTRACTOR will:

- Set criteria for anchor items/tasks and anchor item/task set (including review and approval by SBAC advisors)
- Establish composition of anchor item/task selection committee and review committee
- Recruit anchor item/task selection committee
- Determine decision-making criteria regarding review committee feedback
- Determine and implement final review/approval process by SBAC
- Calibrate new and revised items against the anchor items during the fixed-form phase of field testing.
- Monitor the functioning of the adaptive testing algorithm during the adaptive phase of field testing
- Set criteria for performance assessment task acceptance based on the reliability and consistency of task scores across tasks, raters and time. Each performance task needs to yield results on the Scoring Reporting Category in a manner consistent with all other tasks. Since these are the input to standard setting and will directly determine a student's achievement category, data needs to show that each task would give the same results for the same student
- Recalibrate items on field test responses only as needed

- The psychometric services partner will work in advance with other CORSORTIUM contractors and work groups to ensure that test delivery at the field test stage adheres to the design for vertical and horizontal linking

The VENDOR will provide a plan for implementation of the above tasks.

2.10 Final Field Test Forms Verification

Test events simulated using the operational test algorithm against item pools with item parameters derived from Field Test responses provide information about test functioning. The adaptive portion of Field Testing also provides information about test functioning. The CONTRACTOR shall conduct analyses of both simulations and field test adaptive administrations to monitor the functioning of the adaptive system and of the item pool. These analyses will include:

- Fidelity of each summative test event to test blueprints and specifications
- Measurement errors for simulated scores, both overall and subscores
- Test information functions
- Recovery of simulated examinee ability-analysis of bias and error
- An analysis of summative pool adequacy for scores and subscores

The VENDOR will provide a plan for implementation of the above tasks.

2.11 Conduct Psychometric Analysis to Support Field Test Data Review

Calculate item and task information as required by the CONSORTIUM. Item data will include Classical Test Theory statistics as well as IRT item and task parameters, fit statistics, error of estimation and DIF statistics. Describe each element, the method to be used for calculations and any third party or proprietary software employed.

Report adaptive test level results described in 2.9 in so that they can be reviewed by appropriate SBAC committees For performance tasks, produce field test results for committee review including rater reliability information, percentages of students in categories, anchor papers and other materials used during review, and any other relevant information. Data needs to be sufficient to support analysis by demographic subgroup, and for adaptive test and performance task versions that have accessibility features.

These data are to be used by committees reviewing the Field Test data and also need to be stored in the CONSORTIUM's item bank database for later reference. Propose formats for both uses.

2.12 Conduct Psychometric Analysis to Support Item and Task Calibration

The VENDOR will describe approach to item calibration in the Field Test stage. This includes the approach to parameter estimation and any proprietary or third party software used.

Given the volume of items and forms, there are logistical problems with getting all items calibrated in a short time. For the total examinee-item set, data are very sparse, with a preponderance of missing data. Describe the overall design and process. Include projected run time estimates and plans for dealing with missing data. Describe quality control procedures used to ensure accuracy in data processing. Demonstrate how data processing procedures will be documented with sufficient detail that other vendors will be able to reproduce results and repeat procedures in subsequent years.

2.13 Present to TAC meetings as required

The vendor will make presentations as necessary at 4, two day meetings/year, to help derive consensus among TAC members, Executive Committee, critical stakeholders such as the U.S. Department of Education and membership at large as appropriate.

Required meetings may vary, but could include TAC meetings, Executive Committee meetings, general membership meetings, and meetings with the U.S. Department of Education.

Section D. EVALUATION AND CONTRACT AWARD

1. EVALUATION PROCEDURE

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

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

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

2. EVALUATION WEIGHTING AND SCORING

The following weights will be assigned to the proposals for evaluation purposes (Total Points = 100):

EVALUATION CRITERIA	PERCENT OF TOTAL SCORE
Technical Proposal	**70%**
Design Methods	**(40%)**
Execution of Analyses	**(30%)**
Management Proposal	**30%**

References may be contacted for the top-scoring Vendor(s) only.

3. NOTIFICATION TO VENDORS

Proposals that have not been selected for further negotiation or award will be notified via email by the RFP Coordinator.

4. DEBRIEFING OF UNSUCCESSFUL VENDORS

Upon request, an individual debriefing conference will be scheduled with an unsuccessful Vendor. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter or e-mail is sent to the Vendor. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by the RFP Coordinator and Vendor.

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

5. PROTEST PROCEDURE

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

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

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

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

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

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

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

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

The final determination of the protest shall:

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

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

Section E. RFP EXHIBITS

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

EXHIBIT A

CERTIFICATION AND ASSURANCES

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

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

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

_____

Signature of Vendor

_____

Title **Date**

EXHIBIT B

CONTRACT FOR PERSONAL SERVICES
Contract No. _____

between

SUPERINTENDENT OF PUBLIC INSTRUCTION,
STATE OF WASHINGTON
(hereinafter referred to as Superintendent)
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

[CONTRACTOR NAME]
(hereinafter referred to as Contractor)
[Contractor Address]

Social Security #xxx-xx- or Federal Identification # -
and
Unified Business Identifier # - -

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

I. DUTIES OF THE CONTRACTOR

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

[Include a brief description of the agreed upon services.]

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

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

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

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

[List deliverables]

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

II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

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

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

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

III. DUTIES OF THE SUPERINTENDENT

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

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

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

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

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

Schedule of Payments

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

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

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

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

   and/or

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

IV. RENEWAL (OPTIONAL CLAUSE)

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

V. CONTRACT MANAGEMENT

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

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

VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

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

VII. APPROVAL

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

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

[Contractor Name]	Superintendent of Public Instruction State of Washington
Signature Title	Sheryl Turner, Contracts Administrator
Print Name Date	Date
Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement. Non-profit organization? ☐ yes* ☐ no *If yes, under what IRS section? Please attach a copy.	Approved as to FORM ONLY by the Assistant Attorney General

EXHIBIT C

Service Level Requirements & Remedies

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

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

Service Requirements	**Metric**	**Remedy**
Requests from Consortium Leadership: Requests responded to in a timely manner	Within one (1) business day CONTRACTOR neglects to send response to requestor. Documentation will be in the form of emails date/time stamps from requestor and CONTRACTOR.	$5,000 per incident
Produce minutes of meetings: Minutes are provided end-of-day three business days after meeting adjournment.	Example – if meeting adjourns Monday at 2 pm, the minutes must be provided no later than end-of-day* Thursday. Documentation of meeting times will be contained in the agenda of the meetings. Documentation of delivery of minutes will be in the date/time stamp of email through which the minutes are attached. Minutes must be of sufficient detail to inform others of previous discussion threads and assist with decision making.	$2,500 per incident
Draft plans, recommendations, proposals from the CONTRACTOR do not contain substantial errors or omissions.	CONTRACTOR fails to conduct thorough quality control review of materials submitted to the CONSORTIUM for review.	$2,500 per incident
After revisions, all documents and materials are accurate and of a high quality.	CONTRACTOR neglects to conduct a thorough quality control review on own work and requested edits made by CONSORTIUM.	$5,000 per incident
All work products posted or displayed as "Final" and available for use and	CONTRACTOR neglects to conduct a thorough quality control review and/or neglects to incorporate edits provided by	$10,000 per incident

consumption by others are without error.	the CONSORTIUM on postings and products for general use.	
Unless otherwise authorized in advance, CONSORTIUM leadership is provided a minimum of three (3) complete business day's response time to review and edit draft postings and products.	Example – Deadlines for deliverables from the CONSORTIUM are 11:59PM (Pacific). If a deadline for the CONSORTIUM to return edited materials is midnight Thursday, the draft materials must be delivered to the CONSORTIUM by 11:59PM (Pacific) Monday.	$5,000 per incident
Initial work plan is presented within 30 calendar days of contract execution date. Evaluation and revised plans are presented according to the schedule below: June 15, 2012 Dec. 15, 2012 June 15, 2013 Dec. 15, 2013 June 15, 2014	CONTRACTOR neglects to provide plans to CONSORTIUM leadership per prescribed timelines. Documentation of plans delivery will be in the date/time stamp of email through which the plans are attached.	$5,000 per incident
Invoicing to the CONSORTIUM will occur on a monthly basis, and will accurately reflect products and services delivered prior to invoicing.	CONTRACTOR falls more than 30 days behind in monthly invoices; -or- CONSORTIUM is invoiced for products or services not delivered; -or- CONSORTIUM is invoiced for products or services that have already been paid for.	$1,000 per incident
After 5 business days of a request, CONTRACTOR will provide further detail on expenses or invoiced items that have been reported or are anticipated.	Example – if a request for detail is made on a Wednesday, the information must be provided no later than end-of-day* the following Wednesday.	$2,500 per incident

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

Collection of Remedy

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

Exhibit D

Attachment A

Contract for Personal Services

GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to the Superintendent, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

2. **Alterations and Amendments.** This Agreement may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Superintendent.

5. **Assurances.** The Superintendent and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.

6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

7. **Budget Revisions.** Any monetary amount budgeted by the terms of this contract for various activities and line item objects of expenditure may be revised without prior written approval of Superintendent, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the Superintendent.

8. **Certification Regarding Debarment, Suspension, and Ineligibility.** If federal funds are the basis for this contract, the Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed $25,000. Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.

9. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the Superintendent of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

10. **Confidentiality.** The Contractor acknowledges that all of the data, material and information which originates from this contract, and the student assessment data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by the Superintendent or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.

11. **Copyright Provisions.** Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Superintendent. The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

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

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

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

12. **Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

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

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

14. **Duplicate Payment.** The Superintendent shall not pay the Contractor, if the Contractor has charged or will charge the state or Washington or any other party under any other contract or agreement, for the same services or expenses.

15. **Entire Agreement.** This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16. **Ethical Conduct.** Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17.130 and 41.06.250 prohibiting the use of public resources for political purposes.

17. **Governing Law.** This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

18. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Superintendent and all officials, agents, and employees of the Superintendent, from and against all claims for injuries or death arising out of or resulting from the performance of this contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, „"claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

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

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

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

20. **Insurance.**

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

        1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;

        2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;

        3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

        Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the Superintendent, its directors, officers, and employees.
        If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the Superintendent incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the Superintendent for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the Superintendent by the Contractor pursuant to the indemnity may be deducted from any payments owed by the Superintendent to the Contractor for the performance of this contract.

    b. **Proof of Insurance.** Certificates and or evidence satisfactory to the Superintendent confirming the existence, terms and conditions of all insurance required above shall be

delivered to the Superintendent within five (5) days of the Contractor's receipt of Authorization to Proceed.

c. **General Insurance Requirements.** Contractor shall, at all times during the term of the contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the contract at the Superintendent's option. By requiring insurance herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Superintendent in this contract.

   Contractor shall include all subcontractors as insured's under all required insurance policies, or shall furnish proof of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

21. **Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this contract.

22. **Limitation of Authority.** Only the Superintendent or the Superintendent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Superintendent.

23. **Non-Discrimination.** The Contractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the Superintendent. Accordingly, no person shall, on the ground of race, creed, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this contract. The Contractor shall notify the Superintendent immediately of any allegations, claims, disputes, or challenges made against it under the Americans with Disabilities Act. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the Superintendent.

24. **Overpayments**. Contractor shall refund to Superintendent the full amount of any overpayment under this contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, Superintendent may charge Contractor one percent (1%) per month on the amount due until paid in full.

25. **Payments.** No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Superintendent. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this contract under Duties of the Superintendent, and (2) Acceptance and certification by the Superintendent or designee of satisfactory performance by the Contractor.

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

26. **Public Disclosure.** Contractor acknowledges that the Agency is subject to Chapter 42.17 RCW, the Public Disclosure Act and that this contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42-17 RCW, the Agency shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Agency will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Agency will release the requested information on the date specified.

27. **Publicity.** The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract which in the Agency's judgment, Agency's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

28. **Records Maintenance.** The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

    If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

29. **Registration with Department of Revenue.** The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

30. **Right of Inspection.** The Contractor shall provide right of access to its facilities to the Superintendent or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

31. **Severability.** The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

32. **Site Security.** While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

33. **Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Superintendent. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

34. **Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

35. **Termination for Convenience.** Except as otherwise provided in this contract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this contract is so terminated, the Superintendent shall be liable only for payment required under the terms of the contract for services rendered or goods delivered prior to the effective date of termination.

36. **Termination for Default**. In the event the Superintendent determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Superintendent has the right to suspend or terminate this Contract. The Superintendent shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated. The Superintendent reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Superintendent to terminate the Contract. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Superintendent provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

37. **Termination Due to Funding Limitations.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Superintendent may, without advance notice and without liability for damages, terminate the contract under the "Termination for Convenience" clause. The Superintendent and Contractor may, however, renegotiate this contract under any such new funding limitations and conditions.

38. **Termination Procedure.** Upon termination of this contract the Superintendent, in addition to other rights provided in this contract, may require the Contractor to deliver to the Superintendent any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

    The Superintendent shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Superintendent and the amount agreed upon by the Contractor and the Superintendent for (a) completed work and services for which no separate

price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the Superintendent, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Superintendent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this contract. The Superintendent may withhold from any amounts due to the Contractor such sum as the Superintendent determines to be necessary to protect the Superintendent against potential loss or liability.

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

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

a. Stop work under this contract on the date and to the extent specified, in the notice;

b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the contract this is not terminated;

c. Assign to the Superintendent, in the manner, at the times, and to the extent directed by the Superintendent, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the Superintendent has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Superintendent to the extent the Superintendent may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Superintendent and deliver, in the manner, at the times and to the extent as directed by the Superintendent, any property which, if the contract had been completed, would have been required to be furnished to the Superintendent;

f. Complete performance of such part of the work not terminated by the Superintendent; and

g. Take such action as may be necessary, or as the Superintendent may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of the Contractor and in which the Superintendent has or may acquire an interest.

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

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

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

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

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

EXHIBIT E
CONTRACTOR/GOVERNMENTAL ENTITY INTAKE FORM

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

1. CONTRACTOR NAME (AS LEGALLY REGISTERED WITH THE IRS):	**CONTRACTOR DBA (DOING BUSINESS AS) NAME:**

2. CONTRACTOR ADDRESS & CONTACT INFORMATION:			
ADDRESS (NUMBER, STREET, AND APT OR SUITE)	**CITY**	**STATE**	**ZIP CODE**
BUSINESS PHONE NUMBER	**BUSINESS FAX NUMBER**		
CONTRACT MANAGER NAME	**CONTRACT MANAGER EMAIL ADDRESS**		
CONTRACT MANAGER PHONE NUMBER	**CONTRACT MANAGER FAX**		

3. CONTRACTOR LICENSE (Not applicable to ESDs, School Districts, and State Agencies):	
Do you have a current Washington State business license? ☐ Yes ☐ No **If yes, please attach.**	
Have you had any contract to provide services terminated for default? ☐ Yes ☐ No **If yes, please attach a list of each terminated contract with an explanation of the situation involved.**	If you do not have a Washington State business license, explain why you are exempt from registering your business with the State of Washington. To file for a Master Business Application, visit www.dor.wa.gov.

4. BUSINESS INFORMATION:	
How is your business organized? Please select	If filing as Corporation, non-profit, please attach a copy of 501(c) status.
TAXPAYER IDENTIFICATION NUMBER (TIN) SSN: - - EIN: -	For individuals, this is your Social Security Number (SSN). For other entities (corporations, school districts, etc.) this is your Employer Identification Number (EIN).
STATEWIDE VENDOR NUMBER -	Individuals awarded contracts with OSPI are **required** to register as a Statewide Vendor. Visit www.ofm.wa.gov to register as a Statewide Vendor.

5. WASHINGTON STATE EMPLOYMENT (Not applicable to ESDs, School Districts, and State Agencies):
Are you, or any of your business partners, directors, officers, managers, employees, or board members current or former (within the last 24 months) officers or employees of the State of Washington? ☐ Yes ☐ No **If you answered yes or are unsure, you must contact the Executive Ethics Board for guidance. You can contact the Executive Ethics Board at 360-664-0871 or by email at ethics@atg.wa.gov. Submit a copy of the Executive Ethics Board decision to your OSPI Contract Manager.**

6. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify OSPI of any changes in any statement.	
CONTRACTOR SIGNATURE	**DATE**
PRINTED NAME	**TITLE**

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

EXHIBIT F

Evaluation Criteria

Technical Requirements (A) = Management Plan (B) = 100 points

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

A. Technical Requirements (maximum 70 points)

A1. Design/ Methodology (maximum: 40 points)

Criteria	E	G	A	M	N	NA
Vendor describes clear and specific plan for completing each activity called for in the RFP.	8	6	4	2	0	
Vendor provides rationale for approach to completing each work element.	8	6	4	2	0	
Vendor describes explicit links between planned approach and required deliverables (e.g., logic model).	8	6	4	2	0	
Vendor suggests a creative approach that is worthy of consideration.	8	6	4	2	0	
Implementation of the proposed plan is likely to succeed.	8	6	4	2	0	

A2. Execution of Analyses (maximum: 30 points)

Criteria	E	G	A	M	N	NA
Vendor accurately identifies and describes all deliverables (e.g., analyses, reports of findings).	10	8	6	4	0	
Vendor describes research foundation for planned analyses.	10	8	6	4	0	
Vendor clearly and accurately spells out steps in completing analyses.	10	8	6	4	0	

B. Management Plan (maximum 30 points)

Criteria	E	G	A	M	N	NA
Project is adequately staffed and proposed staff have demonstrated capacity to complete scope of work required by RFP.	5	4	3	2	0	
Proposed project team is highly qualified in terms of psychometrics and has demonstrated history of success with other projects of similar scope	5	4	3	2	0	
Proposal presents appropriate plan for managing collaboration and communication among sub-contractors	5	4	3	2	0	
Vendor clearly describes management structure and management plan is well designed to achieve the stated outcomes	5	4	3	2	0	
Vendor describes how progress toward and delivery of outcomes will be provided to SBAC leadership	5	4	3	2	0	
Vendor defines strategies for escalating concerns and monitoring and mitigating risks	5	4	3	2	0	

EXHIBIT G

Race to the Top Assessment Program

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

EXHIBIT H

Common Core State Standards

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

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