



National Center and State Collaborative

National Center and State Collaborative  
General Supervision Enhancement Grant Project  
**Development and Administration of the Summative Assessment**  
RFP # 2012-11-01

## Request for Proposal

Issue date:	November 5, 2012
Intent to Bid due:	November 20, 2012
Cut-off Date for Questions:	November 23, 2012
<b>Response due:</b>	<b>December 5, 2012 3:00 PM EST</b>

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## **1. Executive Summary**

This summary provides an overview of the RFP document and highlights the content of each section.

### **1.1. Introduction**

The National Center and State Collaborative (“NCSC”) General Supervision Enhancement Grant (“GSEG”) Project is seeking proposals from qualified Vendors (“Vendors”) to supply professional services to:

- 1) Finalize and document the test design, test specifications, and test blueprint for the summative assessment in English Language Arts (“ELA”) and mathematics*
- 2) Develop and implement plan for conducting cognitive labs in spring 2013*
- 3) Develop and implement plan for conducting pilot testing in spring 2014*
- 4) Develop and implement plan for conducting census field testing in spring 2015*
- 5) Conduct data reviews and revise items as needed following pilot and census field testing*
- 6) Conduct standard setting following spring 2015 census field test*
- 7) Produce technical documentation for each project activity to include comprehensive technical manual by December 2015*
- 8) Serve as ‘operational manager’ for all aspects of the project related to development and implementation of the summative assessment*

The successful Vendor will provide the above mentioned services for both English Language Arts and mathematics, grades 3 through 8 and one high school grade, grade 11.

### **1.2. Project Overview**

Section 2 provides background information about the NCSC GSEG project and the summative assessment.

In the response to this RFP, Vendors are asked to address the extent to which their proposed solution supports the identified requirements. This information is also intended to provide background information useful for responding to the project approach and timeline portions of the RFP.

### 1.3. Requirements and Scope of Work

Section 3 of the RFP provides a description of the NCSC GSEG team's expectations for the work to be completed by the Vendor for the NCSC GSEG Summative Assessment Development and Administration project. The General Topics section describes requirements that must be addressed in the Vendor response to this RFP. The Management and Technical Topics address more specific requirements and describe deliverables to be produced as these requirements are addressed through the project.

Expectations for the content of the Vendor response to these requirements are described throughout this section.

### 1.4. Administrative Information

Section 4 provides an overview of the procurement process and conditions along with key dates that must be met by prospective Vendors. In addition, it contains the standard contract terms and conditions that will be included in any contract issued as a result of this request for proposal.

The table below identifies the major milestones in the procurement process.

ID	Milestone	Date
1	Publish Request for Proposal	November 5, 2012
2	Intent to Bid Response Due	November 20, 2012
3	Final Deadline for Vendor Questions	November 23, 2012
4	Response to Final Vendor Questions	November 30, 2012
5	<b>Proposals Due 3:00 PM EST</b>	<b>December 5, 2012</b>
6	Notification of Award	January 5, 2012

### 1.5. Technical and Price Proposals

Sections 5 and 6 provide additional details on the proposal process and specify the format and content of the Technical and Price Proposals. The two proposals must be submitted together, but bound and packaged separately.

edCount Management and the NCSC GSEG team anticipate the award of the firm fixed price contract for all products and services described in this RFP. The deliverable milestone payment schedule submitted with the Price Proposal will form the basis of contract payments.

edCount Management is a grants and contracts management company engaged by NCSC GSEG, through a subaward, to procure subawards for goods and services needed by NCSC GSEG to perform the grant. NCSC GSEG intends that the majority of contracts for goods and services under the GSEG project (including the contract to be awarded pursuant to this RFP) will be entered into by and between edCount Management on the one hand, and on the other, the goods or services Vendors.

## 1.6. Definitions

The following definitions apply to terms used throughout this RFP.

**AA-AAS:** Alternate Assessment based on Alternate Achievement Standards.

**Accommodations:** Accommodations are changes in the assessment materials or procedures that do not change the construct being measured.

**APIP:** Accessible Portable Item Profile Standard (APIP) provides assessment programs and question item developers a data model for standardizing the interchange file format for digital test items.

**CCC:** Core Content Connectors: prioritized academic content designed to frame the instruction and assessment of students with significant cognitive disabilities.

**CCSS:** Common Core State Standards.

**Design Pattern:** The first step in the ECD process is to develop a design pattern that lays out all focal and additional knowledge, skills, and abilities (KSA) needed to fully address the content standard. Additional cognitive, affective, receptive, expressive, and executive variables are also specified. From this document, the focal KSA is selected for task development.

**ECD:** Evidence Centered Design. A framework for assessment design that takes into account 1) the knowledge, skills, and abilities to be assessed 2) the behaviors or performances that should reveal the target construct and 3) the tasks that should elicit these behaviors.

**edCount, LLC:** edCount LLC is responsible for providing formative and summative validity evaluation findings and feedback. In addition, edCount Management hosts the vendor contracts for components of assessment implementation.

**Essential Understandings:** The concrete and the symbolic (representational) understandings necessary to engage successfully with the content described/identified by the CCC or a set of related CCCs. They include challenging and attainable content that is measureable and observable for use in instruction and in assessment.

**Graduated Understandings:** The Graduated Understandings are a professional development resource that present the CCC in an organized and intentional manner. The Graduated Understandings are structured by Instructional Families and include Element Cards for individual CCC.

- **Instructional Family:** Each Instructional Family organizes the CCC by similar concepts and skills. The nomenclature and design are based in the CCSS domains and standards and the Progress Indicators of the Learning Progression Frameworks. They provide a structure that articulates the emphasized content within and across grades.

- **Element Cards:** Element Cards provide a highly descriptive resource at the individual CCC level. Each card includes Essential Understandings and provides suggested instructional strategies, scaffolds, and supports to support the development of instructional lessons for individual students and groups of students in a wide range of educational settings.

**IEP:** Individualized Education Program. An individualized program for students with disabilities that includes (1) a statement of the child's present levels of education performance, (2) a statement of annual goals, including short-term instructional objectives for some students, (3) a statement of specific education services to be provided and the extent to which the child will be able to participate in regular education programs, (4) a projected date for initiation and anticipated duration of services, and (5) appropriate objectives, criteria, and evaluation procedures and schedules for determining whether instructional objectives are being achieved.

**Instructional Family:** Each Instructional Family organizes the CCC by similar concepts and skills. The nomenclature and design are based in the CCSS domains and standards and the Progress Indicators of the Learning Progression Frameworks. They provide a structure that articulates the emphasized content within and across grades.

**Item:** An item is a part of a task written to a specific complexity and with specified scaffolding. There will be four items at different levels for each focal KSA. An item includes the directions to the teacher for setting up the item and guidelines for any changes to the administration of the item that are allowable, instructions for the student to complete the item, the prompt, response choices (for selected-response items), scoring rubric (for constructed-response items), visuals or list of acceptable manipulatives, and tags for the item bank.

**KSA:** Knowledge, skills and abilities that are defined by ECD in the Design Patterns. Each task template is built to a focal KSA.

**LEA:** Local Education Agency.

**LPF:** The Learning Progressions Framework presents a broad description of the essential content and general sequencing for student learning and skill development – the pathway that typical peers may take grade by grade. (Hess, 2011<sup>1</sup>).

**NCEO:** National Center on Educational Outcomes, the principal investigators on this project are at NCEO.

**NCIEA:** National Center for the Improvement of Educational Assessment or, commonly, “Center for Assessment” lead measurement and technology advisors to the project.

**NCLB:** No Child Left Behind Act of 2001.

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<sup>1</sup> Hess, Karin. (2011). *Learning Progressions Frameworks Designed for Use with The Common Core State Standards*. Dover, NH: National Center for the Improvement of Educational Assessment. Available at [www.nciea.org](http://www.nciea.org).

**NCSC GSEG:** The National Center and State Collaborative (NCSC) GSEG is a project led by five (5) national centers and eighteen (18) states to build an alternate assessment based on alternate achievement standards for students with significant cognitive disabilities in grades 3 – 8 and once in high school, grade 11.

**PD:** Professional Development.

**Progress Indicator (PI):** Points built within the LPF that describe observable learning along the learning continuum for each strand in the learning progressions frameworks.

**QTI:** Question and Test Interoperability specifications.

**SEA:** State Education Agency.

**Task:** A NCSC task consists of four items, each written to four different levels to address the CCC. Level 4 is the most complex and is written to align fully with the focal KSA. Level 1 is the least complex and is linked to the focal KSA based on essential understandings, so that students in beginning interaction with the grade-level curriculum will be able to access it.

**Task Template:** Derived from the ECD process, a task template is developed for a focal KSA, listing the KSAs to be addressed and detailing variable features that should be turned on or off for an item. A task template includes a sample task with item directives, manipulatives, correct answer keys, and scoring rubrics.

**UKY:** University of Kentucky is responsible for professional development and training of teachers in the NCSC states.

**UNCC:** University of North Carolina, Charlotte leads the work on curriculum and instruction and has worked with NCIEA to define the content for the summative assessment.

**Universal Design Principles:** Concept of designing all environments, products, and communications in a way that is inherently accessible to both people without disability and people with disabilities. All items must be written and will be reviewed under these principles.

## 2. Project Overview

This section provides background information about the NCSC GSEG project.

In the response to this RFP, Vendors are asked to address the extent to which their proposed solution supports the identified requirements. Therefore, information about the structure, purpose, and priorities of the NCSC consortium are provided to help respondents better understand the project approach and address project requirements and timelines outlined in this RFP.

## **2.1. Introduction**

### **2.1.1. Overview of the NCSC GSEG Project**

The NCSC GSEG project is led by five (5) national centers and eighteen (18) states to build an alternate assessment based on alternate achievement standards (AA-AAS) for students with significant cognitive disabilities in grades 3 – 8 and once in high school, grade 11. The goal of the NCSC GSEG project is to ensure that students with significant cognitive disabilities achieve increasingly higher academic outcomes and leave high school ready for post-secondary options. A well-designed end-of-year test alone is not enough to achieve that goal. The NCSC GSEG project will also develop curriculum, instruction, and professional development support for teachers of students with significant cognitive disabilities. All partners share a commitment to the development of a comprehensive model of curriculum, instruction, assessment, and supportive professional development.

The NCSC GSEG project represents:

- best practices and lessons-learned from over a decade of research on assessment, academic instruction, communication, and learner characteristics of students with significant cognitive disabilities;
- a collaborative effort that brings together experts and practitioners from a variety of fields including special education, assessment, curriculum and instruction, and communication sciences;
- a practice-oriented approach designed to support administrators, teachers, and families; and,
- an opportunity to ensure that students with the most significant cognitive disabilities benefit from the national movement toward Common Core State Standards designed to prepare all students for success in college and careers.

The National Center on Educational Outcomes (NCEO) at the University of Minnesota is leading the partnership of the centers and the states. The partners include NCEO as the host and fiscal agent, along with the National Center for the Improvement of Educational Assessment (NCIEA), the University of Kentucky's Human Development Institute, the College of Education at the University of North Carolina - Charlotte, and edCount LLC. The eighteen state partners are Alaska, Arizona, Connecticut, District of Columbia, Florida, Georgia, Indiana, Louisiana, Nevada, New York, North Dakota, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Wyoming, and six entities in the Pacific Rim. In addition, as of September 2012, there are nine Tier II states/territories – Arkansas, California, Delaware, Idaho, Maine, Maryland, New Mexico, Oregon and the U.S. Virgin Islands.

The goal is to build a comprehensive assessment system based on the Common Core State Standards (CCSS) that includes project-developed tools and processes to support



educators as they plan and provide appropriate instruction for students with significant cognitive disabilities. These supports will help Individualized Education Program (IEP) teams accurately identify the learner characteristics and make appropriate decisions about how each student participates in the overall system of assessments. More specifically, the comprehensive system will coherently address curriculum, instruction, and assessment needs in states by 1) producing technically defensible formative, interim, and summative assessments; 2) incorporating evidence-based instruction and curriculum models; and 3) developing comprehensive approaches to professional development (PD). By drawing on a strong research base to produce curriculum and instructional materials and PD supports, NCSC GSEG will support educators as they plan for and provide appropriate instruction that addresses the CCSS.

The NCSC GSEG Narrative Proposal that was submitted to the U.S. Department of Education is available at the following link:

<http://www.ncscpartners.org>

More information on the background and foundations of the NCSC GSEG project are provided in Appendix 1.

### **2.1.2. Overview of edCount Management**

edCount Management is a grants and contracts management company engaged by NCSC GSEG, through a subaward, to procure subawards for goods and services needed by NCSC GSEG to perform the grant. NCSC GSEG intends that the majority of contracts for goods and services under the GSEG project (including the contract to be awarded pursuant to this RFP) will be entered into by and between edCount Management on the one hand, and on the other, the goods or services Vendors.

### **2.1.3. Assessment Development**

Following the formal grant award state and partner organizations worked to establish the claims for each subject area, prioritize content, discuss guidelines for item/task development, and draft policy performance level descriptors (PLDs).

Using evidence-centered design (ECD), the project has developed Design Patterns and Task Templates with four sample items—one at each of four levels of complexity-per Task Template. These were developed from prioritized Core Content Connectors (CCCs) linked to the Common Core State Standards (CCSS) Additional information about CCCs can be found in section 2.1.3.1. There are many CCCs per grade; however, ten (10) were selected as priorities per grade and content areas to be included in the summative assessment.

#### **2.1.3.1. Core Content Connectors**

The CCCs identify the prioritized academic content designed to frame the instruction and assessment of students with the most significant cognitive disabilities in

kindergarten through high school while retaining the grade level content focus of the CCSS and the learning targets of the LPFs to promote success at the next grade level.

The CCCs preserve the sequence of learning outlined in the LPF while identifying the basic parts of the progress indicators into teachable and assessable segments of content. The CCCs are not “extended” - rather, they define frequent checkpoints along the pathway of the LPFs. The LPFs give the NCSC project the educational logic and pathway to help move students with the most significant cognitive disabilities (along with their peers) toward the CCSS.

The purpose of the CCCs is to identify the most salient core academic content in ELA and mathematics found in the CCSS and the LPF. This identified core content serves as a connection or stage between the LPF (designed for typically developing students) and the CCSS (which define grade level content and achievement). The CCCs are intentionally dually aligned with both. The CCCs identify priorities in each content area to guide the instruction for students in this population and for the alternate assessment. CCCs are designed to contribute to a fully aligned system of content, instruction, and assessment that focuses on the core content, knowledge and skills needed at each grade to ensure success at the next.

The CCCs preserve the sequence of learning outlined in the learning progression to the extent possible while deconstructing the progress indicators (which describe concepts and skills along the learning continuum for each grade span in the learning progression) into teachable and assessable segments of content. The Graduated Understandings were developed to help promote how students can engage with the CCSS while following the learning progressions. The Graduated Understandings include Instructional Families that articulate emphasized content within and across grades in English language arts and mathematics and the Learning Targets of the LPF; and contain similar knowledge, skills and abilities (the content students are expected learn). Table 1 shows a series of CCCs within three instructional families across multiple grades.

Table 1. Example of Instructional Families Across Grades  
Math Domain: Geometry

<b>Constructing - Establishing a Figure</b>	<b>Geometric Problems</b>	<b>Transforming and Graphing</b>
8.GM.1i4 Use angle relationships to find the value of a missing angle 7.G.5; 8.G.5	1.GM.1f1 Partition circles and rectangles into two equal parts 1.G.3	4.GM.1k1 Recognize a line of symmetry in a figure 4.G.3
8.GM.1j1 Find the hypotenuse of a two-dimensional right triangle (Pythagorean Theorem) 8.G.7	2.GM.1f2 Partition circles and rectangles into 2 and 4 equal parts 2.G.3	5.GM.1c1 Locate the x and y axis on a graph 5.G.1
8.GM.1j2 Find the missing side lengths of a two-dimensional right	2. GM.1f3 Label a partitioned shape (e.g., one whole rectangle was	5.GM.1c2 Locate points on a graph 5.G.1

<b>Constructing - Establishing a Figure</b>	<b>Geometric Problems</b>	<b>Transforming and Graphing</b>
triangle (Pythagorean Theorem) 8.G.7	separated into 2 halves, one whole circle was separated into three thirds) 2.G.3	5.GM.1c3 Use order pairs to graph given points 5.G.1
H.GM.1e1 Make formal geometric constructions with a variety of tools and methods G.CO.12	3.GM.1i1 Partition rectangles into equal parts with equal area 3.G.2	6.GM.1c4 Locate points on a graph 5.G.1
		6.GM.1c5 Use order pairs to graph given points 5.G.1
H.GM.1a1 Find the hypotenuse of a two-dimensional right triangle (Pythagorean Theorem) 8.G.7	6.GM.1d1 Find area of quadrilaterals 6.G.1	6.GM.1c6 Find coordinate values of points in the context of a situation 5.G.2
	6.GM.1d2 Find area of triangles 6.G.1	6.GM.1c7 Use coordinate points to draw polygons 6.G.3
H.GM.1a2 Find the missing side lengths of a two-dimensional right triangle (Pythagorean Theorem) N.Q.1	7.GM.1h1 Add the area of each face of a prism to find surface area of three dimensional objects 7.G.6	6.GM.1c8 Use coordinate points to find the side lengths of polygons that are horizontal or vertical 6.G.3
	7.GM.1h2 Find the surface area of three-dimensional figures using nets of rectangles or triangles 6.G.4	8.GM.1f1 Recognize a rotation, reflection, or translation of a figure 8.G.1
	7.GM.1h3 Find area of plane figures and surface area of solid figures (quadrilaterals) 7.G.6	8.GM.1f2 Identify a rotation, reflection, or translation of a plane figure when given coordinates 8.G.3
	7.GM.1h4 Find area of an equilateral, isosceles, and scalene triangle 7.G.6	H.GM.1c1 Construct, draw or recognize a figure after its rotation, reflection, or translation G.CO.3 G.CO.5
		H.GM.1d1 Use the reflections, rotations, or translations in the coordinate plane to solve problems with right angles 8.G.1GRT.2

The CCC codes provide a cross reference to the letter/number in the LPF (Hess, 2011<sup>2</sup>). The letter/number shows the grade level, the next letters show the content (e.g., geometry), and the rest of the code relates to where the connector falls in the progression. For example, 3.GM.1i1, the 3 means third grade, the GM means geometry, the 1i relates to the specific progress indicator in the original learning progression, and 1 means that it is the first in a series of connectors. Table 1 shows

<sup>2</sup> Hess, Karin. (2011). *Learning Progressions Frameworks Designed for Use with The Common Core State Standards*. Dover, NH: National Center for the Improvement of Educational Assessment. Available at [www.nciea.org](http://www.nciea.org).

how student understanding builds across years in the three families while making progress toward mastery of the CCSS.

### **2.1.3.2. Evidence-Centered Design Process**

NCSC has used an evidence-centered design process in translating content to test items. Evidence-centered design (ECD) is an innovative assessment design process first documented for assessment purposes by Mislevy, Steinberg, and Almond (2003)<sup>3</sup>. It has been used for more than 15 years as a framework and set of processes for designing assessments that contain a set of items aligned to the focal constructs of interest. Universal design is integrated into the ECD framework and promotes accessibility of items through consideration of student needs and abilities during initial design and throughout the design process.

SRI is the contractor that worked on developing Design Patterns and Task Templates. Their content experts determined focal and additional knowledge, skills, and abilities (KSAs) first in the design patterns. The state representatives worked with content experts on the project and in their state departments to develop claims, prioritize content, and identify the essential understandings. All development was completed with consideration of the learner characteristics and challenges of the assessed population. SRI incorporated the feedback to create Task Templates. As of the writing of this RFP, the ELA Design Patterns and Task Templates are under development. A separate item vendor will work with the Design Patterns and Task Templates to create the actual items as detailed in 2.1.3.4.

### **2.1.3.3. Design Patterns and Task Templates**

A Design Pattern (DP) is a narrative description of the assessment argument structure that helps to guide task development. They are reusable and improve efficiency of task development and can improve content validity. SRI developed Design Patterns for the prioritized CCCs. They detail the knowledge, skills, and abilities a student should demonstrate and the types of observations that should produce the target behavior. They also define variable features that support the integration of universal design into the assessment task. See Appendix 2 for an example of a Design Pattern.

A Task Template (TT) is developed for a single focal KSA. It operationalizes the constructs to be measured, details the types of scoring to be used (including task-specific rubrics), and establishes the logic and presentation of the tasks. Each TT contains a set of four items that vary systematically in complexity—from focal KSA to the essential understanding of the content standard. Additional teacher supports are also built in as the items slope from most to least complex. See Appendix 3 for an example of a task template.

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<sup>3</sup> Mislevy, R. J., Steinberg, L. S., & Almond, R. G. (2003). On the structure of educational assessment. *Measurement: Interdisciplinary Research and Perspective*, 1 (1) 3–62.

Initial research is being conducted in the fall of 2012 to gauge the extent to which the sample items being developed in conjunction with the Task Templates are functioning as intended. It will be necessary to extend this work in the spring of 2013 as described in section 3.2.2.

#### 2.1.3.4. Item Development

The Design Patterns and Task Templates described above represent:

- Two (2) subject areas (English language arts and mathematics)
- Seven (7) grade levels (3–8 and 11)
- Ten (10) tasks per grade level and subject
- Four (4) items per task

In a separate procurement initiative, NCSC GSEG has contracted for the development of items and tasks necessary to support the pilot and field testing described in this RFP. See <http://www.ncscpartners.org/procurement> for the full text of that RFP, appendices, and responses to Vendor questions.

Specifically, for this RFP, NCSC GSEG expects that the Vendor will have access to an item bank populated with four (4) items at each of four (4) levels for ten (10) tasks, across seven (7) grade levels and two (2) content areas. A grand total of 2,240 items will be available to the Vendor. See Table 2 below for clarification.

Table 2. Number of Tasks and Items by Grade and Content Area.

ELA				
Grade	Number of Tasks	Number of Levels	Number of Items per Level for each Task	Total ELA Items
3	10	4	4	160
4	10	4	4	160
5	10	4	4	160
6	10	4	4	160
7	10	4	4	160
8	10	4	4	160
HS	10	4	4	160
Mathematics				
Grade	Number of Tasks	Number of Levels	Number of Items per Level for each Task	Total Mathematics Items
3	10	4	4	160
4	10	4	4	160
5	10	4	4	160

6	10	4	4	160
7	10	4	4	160
8	10	4	4	160
HS	10	4	4	160
<b>Grand Total</b>				<b>2240</b>

## 2.2. Schedule for Major Milestones

ID	Major Milestones For Summative Assessment Project	Completion Date
1	Notification of Award	January 5, 2013
2	Kickoff meeting	January 15, 2013
3	Finalize approved plan for conducting item tryouts and cognitive labs for ELA and mathematics	February 15, 2013
4	Draft mathematics test design, specifications, blueprint, and reporting structure	February 22, 2013
5	Draft ELA test design, specifications, blueprint, and reporting structure	April 5, 2013
6	Complete item tryouts and cognitive labs for ELA and mathematics	June 28, 2013
7	Finalize documentation of cognitive labs for ELA and mathematics	August 16, 2013
8	Draft plan for pilot testing including scoring processes and procedures	August 23, 2013
9	Finalize plan for pilot testing including scoring processes and procedures	October 11, 2013
10	Finalize all test and administration materials for pilot testing	December 13, 2013
11	Draft plan for item data review	January 17, 2014
12	Finalize plan for item data review	March 28, 2014
13	Complete pilot testing	June 6, 2014
14	Provide data and item analyses from pilot testing	July 18, 2014
15	Finalize materials for item data review	August 1, 2014
16	Complete item data review	September 12, 2014
17	Finalize technical documentation from pilot testing	October 31, 2014
18	Finalize test design, specifications, blueprint, and reporting structure for math and ELA	November 14, 2014
19	Draft plan for conducting census field test including scoring processes and procedures	December 12, 2014
20	Draft plan for standard setting	January 9, 2015

<b>ID</b>	<b>Major Milestones For Summative Assessment Project</b>	<b>Completion Date</b>
21	Complete documentation from data review	January 23, 2015
22	Complete item revision based on item data review	January 23, 2015
23	Finalize plan for conducting census field test including scoring processes and procedures	January 23, 2015
24	Finalize all test and administration materials for census field test	February 13, 2015
25	Finalize plan for standard setting	February 20, 2015
26	Draft test report design	February 27, 2015
27	Finalize report design	March 20, 2015
28	Complete census field test	June 19, 2015
29	Finalize all materials for standard setting	July 17, 2015
30	Provide data item analyses from census field test	July 31, 2015
31	Complete standard setting	August 21, 2015
32	Distribute all required reports from census field test	September 11, 2015
33	Finalize documentation from standard setting	October 16, 2015
34	Finalize census field test technical report	November 13, 2015

### **3. Requirements and Scope of Work**

This section of the RFP provides a description of NCSC GSEG's expectations for the work to be completed by the Vendor for the summative assessment development and administration. The General Topics section describes technical requirements that must be addressed in the Vendor response to this RFP. The Management and Technical Topics address specific requirements and describe deliverables to be produced as these requirements are addressed through the project.

Required deliverables are identified in this section. If additional deliverables – beyond those explicitly identified in this document - are produced as part of the Vendor's standard methodology, they should be identified and described in the appropriate section of the technical response.

Expectations for the content of the Vendor response to these requirements are described throughout this section. The format of that response is addressed in Section 5, Technical Response.



### 3.1. Project Phases

While the final work plan will be based on the submission from the successful Vendor, this section is intended to clarify the major phases of work required to support the development and administration of the summative assessment. The description of the phases that follow are not intended to reflect either a linear or mutually exclusive set of activities. We acknowledge that many activities will be interactive and will overlap with other components. Rather, this information is provided to help clarify the major categories of work that will be required to support this complex project.

- The **preliminary test design phase** will focus on preparing *draft* design plans, test specifications, and blueprint for each of ELA and mathematics. This will include the proposed reporting structure for the summative assessment.
- The **initial research phase** will require the Vendor to develop and implement a plan to conduct item tryouts and cognitive labs with a relatively small but representative number of items and respondents in order to gauge the extent to which the items are eliciting the target knowledge, skills, and abilities, and are otherwise functioning as intended. Information from these research activities will inform revisions to items and test design plans.
- During the **pilot testing phase** the successful Vendor will develop and implement a pilot testing plan to generate student performance data and investigate administrative conditions. Additionally, the purpose of this phase is to more broadly understand how the items are functioning and to investigate the proposed item scoring processes and procedures.
- Upon completion of pilot testing, **the review and design refinement phase** will require the Vendor to conduct item data reviews with educators to revise items as needed. In this phase the Vendor will finalize test design and specification plans as well as plans for scoring, scaling, and reporting.
- The **census field test phase** involves delivering the proposed operational forms to the full population of examinees. This event will use the forms, conditions, and scoring procedures intended for the operational summative assessment. The purpose is to provide information for standard setting and inform refinements to the assessment system as necessary. Importantly, many states will use the results from the census field test for high stakes accountability purposes and decisions.
- The **standard setting phase** will require the Vendor to design and implement an appropriate and defensible methodology to identify the cut scores associated with the desired performance levels for the assessment.
- The final phase will be the **reporting and technical documentation phase**. During this phase the successful Vendor will prepare and deliver all required

score reports based on the census field test. Finally, the Vendor will prepare comprehensive documentation of the process and outcomes for the census field test and standard setting.

The completion of all phases covers the activities required to complete development of the summative assessment and positions the participating states to begin operational testing in the spring of 2016. NCSC GSEG expects the Vendor to identify the most effective and efficient process to accomplish this goal.

### **3.2. Project Requirements**

This section addresses the required expectations for each project component. These specifications should be regarded as final and are presented to give potential Vendors a more complete understanding of the NCSC GSEG Summative Assessment Development and Administration Project.

Within this section, the structure of each topic is the same, describing:

- the requirements to be met by the Vendor in the fulfillment of this project (including a list of expected deliverables and work products);
- preferences of NCSC GSEG with regard to the nature of the work to be performed;
- a description of the information to be provided by the Vendor in its proposal.

#### **3.2.1. Draft Test Design, Specifications, and Blueprint**

##### **Introduction**

The overarching purpose of the NCSC GSEG summative assessment is to measure the academic achievement of students with significant cognitive disabilities linked to the CCSS. As indicated, a learning progression framework (LPF) has been used to guide both instruction and assessment for the NCSC GSEG project. The CCCs preserve the sequence of learning outlined in the LPF while identifying the basic parts of the progress indicators into teachable and assessable segments of content. The CCCs provide a link to the CCSS. There are ten prioritized CCCs for each grade and content area selected as the basis of Design Pattern and Task Template development.

**Importantly, the intended interpretations to be supported by the assessment are represented by the policy PLDs (performance level descriptors).** These PLDs should inform the score reporting and test design called for in the RFP. These PLDs integrate extensive work done in the project, including core claims identified for mathematics and ELA, learning progression frameworks, and assessment content specifications. Policy PLD drafts are included in Appendix 1.

Drawing on this information and using an ECD approach, NCSC has developed Design Patterns and Task Templates that serve as item specifications. (ELA remains in development as of the writing of this RFP but is projected to be completed prior to RFP award.) Items are being developed to these specifications beginning in fall 2012 and scheduled to be completed in the summer of 2013.

The next step is to build on this work by developing a draft test design, specifications, and blueprint for the summative assessment. NCSC state and project leaders have expressed a desire for the complexity of the items/tasks presented on the summative assessment to be ‘appropriate’ for the examinee. NCSC desires to minimize the amount of time that a student spends with assessment items that are far below or far above his or her acquisition of knowledge and, by so doing, create a more efficient assessment experience (i.e. get more or the same information from fewer items.) As a **working guideline**, NCSC state leaders have suggested conceptualizing the administration time for each content area assessment as approximately 1.5 to 2 hours or approximately 30 items per content area (across multiple sessions) for most students. These are only guidelines and must be informed by evidence in the item tryout and pilot test phase to better understand how many items most students can complete in the target administration time. As more information is available to inform understanding regarding administration conditions, these working guidelines will be refined to arrive at final decisions.

Additionally, it is important to ensure that the student interacts with an adequate number of items and at an appropriate level of complexity such that outcomes will credibly reflect assessment claims. This will help ensure that expectations about student achievement are evaluated (not assumed) and will promote the likelihood that the student receives appropriate opportunity to learn throughout the year.

In an attempt to balance the desire for a ‘sufficient but efficient’ summative assessment, one idea that NCSC has explored is to conceptualize the assessment as stage adaptive. That is, the assessment would be comprised of two or three stages or short forms (i.e. a cluster of items/ tasks) that fall within a range of complexity. The determination of which subsequent stage or cluster of items the examinee encounters is governed by his/her performance on the previous stage. Each stage would be designed to cover a certain number of CCCs and present items related to those CCC within a general range of complexity.

NCSC believes a strength of this design is the ability to more tightly control the characteristics of the summative assessment for examinees, while allowing for a degree of efficiency and flexibility. NCSC conceptualizes the design as no more than two or three stages.

Another feature NCSC would like to explore for inclusion in the final test design is the administration of a small number of items at the beginning of the assessment at low level of complexity (i.e. level 1). The purpose of this

‘screener’ would be to signal if the student successfully responds to level 1 content; those students who do not may be permitted an abbreviated test experience.

To be clear, this stage adaptive approach is not a firm constraint. It is described in this RFP to clarify some of the design priorities that have emerged in the work to date. Vendors may develop a proposal that further develops this plan OR may propose an alternative that meets the design priorities.

The design priorities and constraints for the summative assessment that should be considered and well understood early in the design phase include the following:

- a. Core Outcomes: The summative assessment must produce a total score and performance level for each of mathematics and English language arts, which will combine reading and writing. Separate information (e.g. raw score) for writing must be produced. However, the summative assessment will not produce a writing performance level classification. NCSC partners value specific descriptive information in the score reports to convey in a straightforward manner (e.g. exemplars of typical student work) what a student knows and can do.
- b. Testing Time: For most students, reasonable testing time will be no more than approximately 1.5 to 2 hours per content area. It is recognized that great variability in testing time exists and will be accommodated.
- c. Test Window: States will have a 2 month window in which to administer the summative assessment. It is assumed this will be a single ‘consortium-wide’ window.
- d. Item Types: It is expected that *approximately* 2/3 of the summative test will be selected response items. These items (e.g. multiple choice) will be scored ‘right/wrong.’ The remaining 1/3 will be constructed response items. The project has not made a final decision regarding the proportion of items that will be constructed response, but the 1/3 approximation should be regarded by Vendors as an upper-bound estimate.
- e. Prior access to secure content: Educators must have access to summative content in advance in sufficient time to ensure that accommodations needed for presentation and response are facilitated.
- f. Mode: The items will be presented via computer with the ambition of flexibility for presentation on devices/ platforms (e.g. tablets). Braille tests must be provided upon request.
- g. Interaction: Students may respond to the test items directly via interaction with computer presentation; others will respond by interaction with a test administrator. Some students may experience a combination of both.

- h. Scoring: Some portion of the constructed response items may be scored externally. This may be accomplished through a single centralized scoring center or via distributed scoring that meets established criteria. The portion that will be scored externally has not been determined.
- i. Comparability: At the total score level for each content area, scores will be comparable within year and across years (i.e. each form produces a comparable total score).
- j. Ongoing development: Forms will accommodate embedded field test (non-operational) items for ongoing development.

### **Requirements**

The successful Vendor must create a test design, specifications, and blueprint for the NCSC summative assessment.

The test design should address the manner in which students will encounter items and tasks and how this information is intended to be combined to produce an overall score and subscores. While the discussions to date have focused on a stage adaptive approach, NCSC is open to alternative proposals that support the projects priorities and goals.

The test design should also address how the structure of the forms will provide evidence to ensure scores from multiple forms will be comparable within and across years.

The test specifications detail the attributes of the assessment to include 1) description of test purpose and uses 2) detailed explanation of assessment claims and target content assessed to support these claims 3) the number and types of items that will be presented on each form and the method for selecting/sampling items and 4) information about the administration procedures, conditions, and context of the test administration (e.g. session length, recording/documenting student responses, accommodations, etc.)

The blueprints will detail the number (or range) of items by item type and by complexity level for each target content area (i.e. CCC or reporting category). The Vendor should plan to work closely with project staff and state leaders in the development of these deliverables.

Expected Deliverable:

- Test Design, Specifications and Blueprint (D)

### **Vendor Response**

The Vendor's proposal must include a plan to develop a test design, specifications, and blueprint. The Vendor may propose to combine these deliverables into a single document or produce separate documents.

The proposal must provide a detailed description of the deliverables that will be provided, the process that will be used to produce these deliverables, and the rationale for the Vendor's proposal.

### **3.2.2. Item Tryouts and Cognitive Labs**

The purpose of small-scale item tryouts at this stage of development is to allow the Vendor to gather fine-grained information fairly early in the test development process to help ensure the design of item types, administration conditions, and scoring approaches are appropriate for the intended population, and to inform any appropriate revisions to items and test design plans. In addition, the small-scale item try-outs can help provide validation evidence that student cognitive processes elicited are consistent with the constructs intended to be assessed.

In the fall of 2012 a preliminary item-tryout is being conducted by NCSC. The Vendor will have access to results from that study and should use these results to inform the design for the spring 2013 study, which will build on this preliminary investigation. To be clear, the fall 2012 study is NOT the responsibility of the respondent to this RFP, it is mentioned to provide background information and context.

NCSC's fall 2012 study is designed to gather feedback about the item characteristics, student interaction, and administration. This study involves approximately 35 teachers and 105 students across grades 3-8 and high school (grade 11). Students are being administered the items and subsequently teacher focus groups will be convened to address questions such as: Were the item directives clear? Did the items represent a full range of complexity? Was the progression of complexity coherent? What are suggestions for accommodations? How can the items be improved? Results of the study will be provided to the successful Vendor and can be used to inform the spring 2013 study, which will be broader in scope, but build on lessons learned.

The primary purpose of the item try-outs in the spring 2013 study is not to check that each item functions as intended (e.g. instructions are easily understood). Rather, these item try-outs allow the Vendor to gather empirical data to inform questions the Vendor may have. Some likely questions are discussed below.

The intended population of students with severe cognitive disabilities may be different from the general population, and may exhibit considerable variability in terms of cognitive functioning, physical access, interactions with technology, etc. It may be important to assess the generalizability of specific test design and administration principles that were developed for the general population. Small-scale item try-outs provide a means for the Vendor to gather some information regarding how to deal appropriately with this range of variability.

It will also be necessary to gather empirical data regarding certain key aspects of the test design. In particular, the item levels postulate a developmental continuum. While information about those levels should be gathered in the pilot and other larger-scale item try-outs, the design is crucial and should be verified early in the process.

Similarly, it has been hypothesized that this population of students may be more sensitive to transitions in item context (e.g., due to short-term memory limitations). There are several places in the test design where transitions may be planned, including in the ELA assessment where items are associated with a reading passage; when moving among levels and possibly when moving between stages in an adaptive testing design. Small-scale item try-outs offer an opportunity for the Vendor to gather evidence that appropriate ways of handling these transitions have been identified.

It will also be important to gather information through small-scale item try-outs regarding key administration design aspects, such as general design and instructions for test administrators to make permissible changes in the test design (e.g., substitute a permitted manipulative for a picture of an object).

It should be noted that some traditional tools used in small-item try-outs, such as “talk aloud” protocols in conjunction with cognitive labs may be less appropriate with many members of this population of students. The Vendor may need to devise more informative behavioral measures to supplement any “talk aloud” or retrospective information gathered from students, and may profit from gathering information from teachers who are familiar with the students and who administer the assessment items in the try-out.

Expected Deliverable:

- Design Plan for Cognitive labs/item tryouts (D)
- Cognitive Labs and Item Tryouts (D)

### **Vendor Response**

The Vendor’s proposal must describe a detailed plan for design and implementation of cognitive labs and item tryouts in the spring of 2013. The plan should include key questions to be addressed, and procedures for gathering information to address the questions. The plan should include the qualifications of those who will carry out the proposed procedures. The plan should provide a rationale for the number of students proposed. It must also include a plan to evaluate the evidence and produce required technical documentation.

#### **3.2.3. Pilot Testing**

The purpose of pilot testing is to collect data to investigate item performance, scoring procedures, and administration conditions. Data from the pilot test will be used to test hypotheses about how the items are functioning. These data will

be reviewed by project leaders and educator committees to determine what refinements to the items may be necessary. Additionally, the pilot tests will provide information to evaluate assumptions about test administration (e.g. Are directions clear? Is the length of test sessions appropriate?) Finally, information will be collected to evaluate scoring rubrics and procedures and inform refinements as needed.

The pilot test participants should be broadly representative of the population of students with significant cognitive disabilities in the NCSC states. The pilot test is a preliminary investigation to inform item and design refinements. Results will also guide development of the census field test the following year.

The Vendor should assume that the pilot test will be delivered via a computer based system. It is not the responsibility of the Vendor to develop that system. However, the Vendor will regularly work with project staff, state leads, and other vendors (e.g. vendor staff supporting the technology system) to fulfill the project requirements specified in this RFP. Except as specified, the Vendor should not expect to produce and ship paper-based forms or materials to support pilot and field testing. It is expected that paper-based testing will need to be accommodated but can be facilitated allowing all or portions of the test to be accessed online and printed. An examiner would subsequently enter responses based on the paper based administration into the system. One exception noted earlier is that Braille forms must be produced and supplied by the Vendor. Also, as noted previously, examiners must have access to content in sufficient time prior to the administration in order to prepare any necessary materials to support assessment.

#### **3.2.3.1. Pilot Testing Plan/ Scope**

The Vendor must develop and implement a plan for pilot testing in the spring of 2014 that includes the following:

- At least two draft intact forms will be assembled and administered in a manner intended to reflect the operational summative test design. At least 500 students must take each form.
- The remaining items will be presented to students in a manner proposed by the Vendor. However, no pilot test form may exceed the length (i.e. time requirement expected to complete) of a summative test form.
- All items developed by the item development Vendor will be administered in the pilot test to students in all grades and content areas. Taken together, the pilot test event will administer 2,240 items (see section 2.1.3.4) in grades 3-8 and high school in ELA and mathematics.



- All items must be administered to at least 500 students. The sample must be broadly representative of students with significant cognitive disabilities throughout the consortium. For example, the sample should be reflective of the population in terms of gender, ethnicity, and region. Additionally, the pilot sample must account for a broad range of disabilities, communication competence, and communication modes. The Vendor will be responsible for identifying a sampling plan that will be reviewed and approved by NCSC project staff and state leaders.
- All NCSC states must have the opportunity to participate in the pilot test. Some states may not administer all grades or content areas. In other words, a state may administer the pilot in a subset of selected grades and/or content areas to a portion of eligible students in the state. The Vendor must plan to work very closely with project staff and state leaders to determine how each state will participate in the pilot test.

#### **Vendor Response**

The Vendor must produce a pilot testing plan that specifies how forms will be constructed and how these forms will be administered to an appropriate sample of students to meet the objectives outline above.

#### **3.2.3.2. Form and Sampling Specifications for Computer Based Administration**

##### **Vendor Response**

The Vendor must provide detailed specifications regarding form assembly, delivery, and scoring to be used to create the pilot test forms in the NCSC computer based assessment system. The Vendor is also responsible for ensuring that detailed information regarding the pilot test sample is provided to ensure examinees encounter the intended forms and items. Braille forms must be produced for the pilot.

#### **3.2.3.3 Pilot Test Scoring**

The Vendor will receive scoring rubrics for all constructed response items. The Vendor should assume that approximately 2/3 of the constructed response items will be scored by the test examiner during the test administration and the results will be recorded in the NCSC computer based testing system. However, a portion of the constructed response items will be scored externally (i.e. will not be scored by the examiner during the assessment). Final decisions about the extent of external scoring and the type of evidence that will be collected are pending but

evidence of student work to be evaluated may include narrative text, documents, images, or videos uploaded to the NCSC computer-based assessment system. It will be the Vendor's responsibility to score this evidence using rubrics provided by the item development vendor. Therefore, the Vendor must develop and implement a scoring plan that includes:

- a. Criteria and procedures for training and certification of scorers
  - 1. All scorers must have a minimum of a four-year college degree
  - 2. All scorers must successfully complete a well specified and NCSC approved training program developed and conducted by the Vendor.
  - 3. All scorers should successfully complete a sufficient number of qualification task(s). Details of the qualification process should be clearly documented.
- b. Procedures for the scoring processes.
  - 1. All evidence should be evaluated by at least two scorers working independently
  - 2. Criteria for scorer agreement should be specified and a process for expert adjudication should be described.
- c. Criteria and procedures for monitoring and quality control
  - 1. A process for systematic auditing of scorers should be developed and implemented by the Vendor.
  - 2. A detailed description of security procedures must be provided.

### **Vendor Response**

NCSC is interested in exploring the efficacy of distributed scoring. That is, NCSC plans to investigate the feasibility of having educators in each state review and score the work of other students at different schools within that state. To that end, the Vendor should develop a plan, specifications, and procedures to facilitate a 'try-out' of distributed scoring as part of the pilot test based on the Vendors knowledge and experience with the most promising practices. This plan must address the criteria indicated earlier in this section but will be tailored as appropriate. For example, a web-based training module may be prepared to certify scorers. The Vendor should plan for participation of up to eighteen (18) states in distributed scoring at the pilot test phase. States will determine the extent of participation.

Although decisions are not final, for planning purposes, the Vendor should expect to provide sufficient scoring capacity to centrally score approximately 80% of all constructed response submissions in the pilot test. Assume the distributed scoring pilot will apply to approximately

20% of the externally scored constructed response content. The Vendor must develop and implement a plan to evaluate distributed scoring to determine if outcomes are sufficiently reliable and valid to support decisions for a high-stakes assessment ultimately used for accountability purposes. For example, the plan should involve comparing the outcomes of distributed scoring with those from centralized scoring.

#### **3.2.3.4 Pilot Test Training and Administration Support**

##### **Vendor Response**

The Vendor must develop a comprehensive pilot test administration manual. This manual will address the processes and procedures for administering the pilot test. The manual must include straightforward instructions that detail tasks necessary for preparation and administration.

The Vendor must also produce a comprehensive training plan for all pilot test participants. This training plan may include virtual meetings (e.g. webinars) and/or interactive technology based training resources (e.g. video, narrated slide set etc.). The Vendor must prepare and submit a comprehensive training plan to NCSC leadership for approval prior to implementing the training. The Vendor should plan to work closely with state leaders and project staff, particularly the Professional Development team led by the University of Kentucky, in designing and implementing training.

The Vendor must also produce a comprehensive plan for providing real-time support services prior to, during, and immediately following the administration period. This plan may include a combination of support services such as live phone support, online support approaches, and support documentation.

#### **3.2.3.5 Pilot Test Analyses and Documentation**

The Vendor will produce a comprehensive technical manual following completion of the pilot test that addresses at a minimum:

- a. Pilot test design
- b. Sampling plan and characteristics of the sample
- c. Test administration procedures
  1. Training
  2. Procedures to ensure security and promote uniformity of administration conditions
- d. Detailed description of scoring procedures and analyses and solutions for any identified problems
- e. Item Summary Data

1. Descriptive data (e.g. means, variance, point-biserial correlations) for all items and broken down by key student characteristics
  2. Inter-rater reliability coefficients
  3. IRT item calibrations and model fit indices
- f. Form Summary Data
1. Descriptive data (e.g. raw scores means, variance) for all students and selected student subgroups
  2. Reliability coefficients for all students and identified subgroups
  3. Test information functions
  4. Dimensionality analyses (e.g. principal components)

The Vendor will also provide all scored data files to the NCSC project leadership in a mutually agreed upon format.

Expected Deliverable:

- Plan for Pilot Test (D)
- Pilot Test (D)

### **Vendor Response**

The proposal must provide a detailed plan for how it will design and implement a pilot test in the spring of 2014. This plan must address the sample and scope outlined in 3.2.3.1.

Additionally, the Vendor must describe a plan for addressing form construction and for developing comprehensive procedures for scoring. The Vendor must outline all activities and resources that will be utilized to ensure a successful pilot test administration. Finally, the Vendor's response should detail the technical documentation that will be produced following the pilot test.

### **3.2.4. Data Review and Item Revision**

Following pilot testing the Vendor will convene committees of educators to review the items with associated performance data and make refinements as needed.

#### **3.2.4.1 Data Review Committees**

All participants for the committee reviews will be teachers and/or other identified experts and/or stakeholders from partner states, which may include state leaders, district leaders, parents or others to be determined by working closely with NCSC state leaders. It is the responsibility of the successful Vendor to develop, plan, facilitate, and fund all review meetings to include coordination and funding of travel expenses for reviewers. The Vendor must also provide training for all reviewers. The

Vendor must summarize responses from meetings and provide written documentation of the meetings and outcomes for state and project review.

Vendors should propose an item review process deemed best suited to support the needs of the NCSC GSEG. The proposal must account for a sufficient number and composition of committees such that:

- a. Separate committees review items for each of ELA and mathematics. Committees review items across no more than three adjacent grades in each content area. For example, committees may be formed by grade bands within content area such as elementary (grades 3-5), middle (grades 6-8) and high school (grade 11). However a single committee that reviews items across all grade levels is unacceptable.
- b. Committee meetings must be held as face-to-face meetings in one of the partner states in the continental United States or in Washington, D.C.
  1. There must be at least six (6) committee members in each review group. Committees must represent a broad and diverse range of perspectives and expertise. NCSC leadership must approve the final committee composition.
  2. Committee meetings must be completed in one day not to exceed eight (8) working hours in length. Therefore, the number of items per committee must be balanced such that each committee can be reasonably expected to complete the review working at a comfortable pace.

#### **3.2.4.2 Item Revision**

The Vendor will revise the items based on NCSC staff and state reviews. The Vendor will work with the NCSC GSEG team to develop a process for revising items based on information from the item review process. The process should include subsequent review by NCSC state leadership to ensure the item revisions are acceptable.

Next, the Vendor will provide items in a format suitable for both paper-based publication and computer-based presentation. NCSC requires that items will fully conform to all required elements in the APIP core standards in order to provide for exchange of digital content and to allow for tagging of accessibility information. The items must be delivered in a format such that they can be transferred to and seamlessly operate within a QTI/APIP compliant system for authoring, banking, delivery, and intergrade with the PNP. The Vendor must describe the process used to determine compliance.

The final format, elements, and specifications for delivery will be mutually agreed upon by NCSC and the Vendor. However, the Vendor should plan to deliver the content such that it can be rendered digitally in the manner intended for operational presentation.

The Vendor will also revise all scoring rubrics for items as needed.

Expected Deliverable:

- Plan for Data Review and Item Revision (D)
- Data Review and Item Revision (D)

### **Vendor Response**

The Vendor's response must describe the process for developing a data review and revision plan following pilot testing. The response should highlight key features of the review and revision process and indicate how the Vendor will ensure all requirements are met.

#### **3.2.5. Test Design and Scoring Plan**

Following item tryouts, pilot testing, and data reviews, the Vendor will work with NCSC GSEG leadership to distill key lessons learned and refine the test design, scoring and administration procedures as needed. Moreover, the Vendor will develop a final plan for determining the NCSC score scale and reporting structure.

### **Requirements**

The successful Vendor will identify key outcomes from the item tryouts and cognitive labs, pilot test, and item/data review and, working closely with NCSC GSEG leadership, determine the impact on test design. The Vendor will revise the test design, specifications, and blueprint described in 3.2.1 as needed.

Moreover, the Vendor will revise and improve the scoring procedures described in section 3.2.3 as needed.

Finally, the Vendor will develop a plan for scaling and reporting. This plan will describe the properties and rationale for the total score scale and any reported subscales for the NCSC summative assessment.

Expected Deliverable:

- Test Design and Scoring Plan (D)

### **Vendor Response**

The Vendor's proposal must describe a process to incorporate the feedback from item tryouts and cognitive labs, pilot testing, and item/data reviews to finalize the

test design and scoring procedures. The Vendor must also describe a plan to develop the final proposed score scale and reporting structure.

### **3.2.6 Census Field Test**

The purpose of the census field test is to conduct a full-scale tryout of the entire NCSC computer based assessment system under conditions that are as close to operational as possible. In contrast to the Pilot Testing (3.2.3) which focused primarily on the functioning of individual components within the system, the field test is intended to provide information on how effectively and efficiently all of the components function as an integrated assessment system. The administration of an AA-AAS is always complex, and a new computer based assessment system such as this undoubtedly will present many challenges to the field, the assessment contractor, and to the states as it is introduced. It is critical, therefore, that the census field testing provide an opportunity for all parties to experience and learn from a full-scale administration of the assessment system prior to it becoming operational the following year.

All aspects of an operational administration will be included in the census field test including the development of ancillary materials such as manuals; identification of participating districts, schools, and students; development and implementation of security procedures; scoring of student responses; computation and reporting of student-level and aggregate scores; and the development of necessary training materials and support services appropriate prior to, during, and following the administration.

Data from the census field test will also be used to inform Standard Setting (3.2.7) activities which will culminate in the period immediately following the generation of census field test scores. Many states will use the census field test scores for accountability purposes.

All aspects of the census field test will be addressed in this section of the RFP with the exception of the design of reports which will be addressed in a separate section on Reporting and Technical Documentation (3.2.8).

## **Requirements**

### **3.2.6.1 Census Field Test Plan/Scope**

The Vendor must develop and implement a comprehensive plan for administering a census field test under operational conditions in the spring of 2015 that includes the following:

- a. Testing all eligible students enrolled in grades 3-8 and high school in the content areas of ELA and mathematics in all participating states
- b. Scoring and reporting the results of that test administration,
- c. Providing information necessary to support standard setting activities in the summer of 2015 (3.2.7).

- d. Providing information necessary to inform the final design of all reports and to support documentation of the technical quality of the assessment system.
- e. Collecting necessary information decisions on final adjustments needed to the NCSC computer based assessment system prior to it becoming fully operational in the spring of 2016.

#### **3.2.6.2 Field Test form construction and delivery**

The Vendor must provide detailed specifications and plans for the construction and delivery of forms to be administered in the census field test. This will include a description of how technical and procedural information from the pilot test will be used to inform form construction decisions.

In this section the Vendor will also address the need for developing alternate forms of the tests for any particular purposes.

The census field test plan must be sufficient to produce no fewer than two intact forms that will be available at the completion of the project for participating states to use in subsequent years. Form refers to a collection of items that together are evaluated to produce an overall score and any identified sub-scores.

#### **3.2.6.3 Identification of Field Test participants**

The Vendor must develop and implement a process for the efficient identification of participating school districts, schools, and as appropriate, teachers, and students. The Vendor should describe fully the level and type of interactions with participating states that will be needed during this process and also develop detailed specifications for the information that participating states will be required to provide to the Vendor to support this process.

#### **3.2.6.4 Field Test Training and Administration Support**

The Vendor must develop a comprehensive approach to administration training and support for the census field test. The approach will include appropriate manuals (i.e., Directions for Administration, Standard Accommodations, etc.) for test coordinators and administrators, training materials and events, and appropriate support services to be available prior to, during, and following the test administration. The Vendor should plan to work closely with state leaders and project staff, particularly the Professional Development team led by the University of Kentucky, in designing and implementing training. The Vendor must develop comprehensive field test administration manuals. The Vendor must



identify the appropriate audiences for the manuals (e.g., test coordinators, test administrators, IEP teams) and, consequently, identify the specific manuals to be produced. The manuals will address the processes and procedures for administering the census field test. The manuals must include straightforward instructions that detail tasks necessary prior to, during, and after test administration. The Vendor will provide a plan for electronic delivery of each of the manuals.

The Vendor must produce a comprehensive training plan for census field test participants. This training plan may include virtual meetings (e.g., webinars) and/or interactive technology based training resources (e.g., video, narrated slide set, etc.). The training plan must address training opportunities for students as well as those for coordinators and administrators (e.g., practice tests, guides, sample materials). The plan must address how educators will certify that they meet minimum requirements to administer the assessment with fidelity.

The Vendor must also produce a comprehensive plan for providing real-time support services prior to, during, and immediately following the administration period. This plan may include a combination of support services such as live phone support, online support approaches, and support documentation. The Vendor should plan to work in conjunction with the technology provider to provide necessary support.

#### **3.2.6.5 Field Test scoring**

The Vendor must provide a detailed and comprehensive plan for the scoring of student responses from the census field test and generating student-level and aggregate scores.

The Vendor must develop and implement a system for the efficient and accurate scoring of student responses from the field test. The development of this system must be consistent with the specifications and expectations established for pilot test scoring and also build on the lessons learned from pilot test scoring.

The Vendor must develop and implement an approach and system for generating student-level and aggregate scores based on individual item scores. The Vendor must develop a technically sound approach that produces supportable total scores and subscores at the student level and desired aggregate levels. The Vendor's scoring approach must also provide information needed to support standard setting activities and the reporting of assessment results from multiple test forms within and across years.

### **3.2.6.6 Field Test Analyses and Documentation**

The Vendor must produce and implement a comprehensive plan for collecting and documenting information from the field test administration that will be needed to inform the final development of the operational assessment materials and procedures. The Vendor's plan may include a combination of approaches including qualitative and quantitative data collection techniques as well as appropriate secondary analyses of the field test data.

The Vendor will produce a comprehensive manual following the field test administration that describes the questions addressed through these analyses, the processes used to collect and analyze data, the results of those analyses, and interpretation and recommendations based on those results.

Expected Deliverable:

- Census Field Test Design (D)
- Census Field Test (D)

### **Vendor Response**

The proposal must provide a detailed plan for how it will design and implement a census field test in the spring of 2015. It must also include a detailed plan for how the Vendor will evaluate and act upon information gained from the pilot test in the spring of 2014.

The Vendor must outline all activities and resources that will be utilized to ensure a successful census field test administration. The Vendor must identify the type and level of participation of the NCSC leadership team and participating states that will be required for a successful census field test in the spring of 2015.

### **3.2.7 Standard Setting**

A primary output of the NCSC computer based assessment system will be the reporting of student performance in relation to established performance levels (aka achievement levels) Performance Level Descriptors (PLD) describing student performance at each performance level developed through a separate process by the NCSC leadership and participating states will be used guide and inform test design and development decisions as well as to anchor the standard setting process.

The standard setting process will culminate with an event in the summer of 2015 during which final recommendations will be made on cutscores for each test that map student performance on the test into the appropriate performance level. Although the standard setting process will culminate with the summer 2015 event,

many standard setting activities, including the selection of an appropriate standard setting methodology, will occur prior to that summer.

A variety of technically sound, proven approaches to standard setting exist and have been applied successfully to alternate assessment programs. It is critical, however, that there is alignment among the standard setting methodology, the design of the assessment, and the desired inferences to be drawn from the performance level results. It is also critical that the selected standard setting methodology support the desired level of input and involvement from participating states as well as possess sufficient transparency to promote understanding and buy-in of the standard setting results.

Finally, it is critical that the standard setting process include procedures for immediate, short term, and long term validation of standard setting results. Although short term and long term validation of performance level standards will not be included in the contract awarded under this RFP, those procedures must be established at the outset of the program.

#### **3.2.7.1 Standard Setting Plan**

The Vendor must produce a comprehensive standard setting plan that identifies an appropriate standard setting methodology and fully describes all of the steps and resources that will be required to apply that methodology. The plan will include a rationale for the selected methodology that demonstrates its fit with the design and goals of the NCSC computer based assessment program.

The Vendor's standard setting plan will include a description of the steps necessary to gather key information and approval from the NCSC leadership and participating states on procedural issues such as desired composition of standard setting committees as well as conceptual issues such as relationship of the performance levels to the four levels of access and difficulty of the assessment, the desired level of generalization, and the relationship among performance levels across grade levels and content areas.

The Vendor's plan should identify key information that will be used to inform standard setting decisions and describe how all of the available information will be combined to arrive at final recommended cutscores.

The Vendor's plan should also describe how results from the standard setting process will be applied to student scores and the production of reports.

### **3.2.7.2 Standard setting analyses and event**

The Vendor must design and implement a comprehensive approach to conduct all analyses and processes required for standard setting, including facilitating and supporting a culminating standard setting event to be held in the summer of 2015 following census field testing.

Expected Deliverable:

- Standard Setting Plan (D)
- Standard Setting (D)

### **Vendor Response**

The proposal must provide a detailed plan for how it will design and implement standard setting procedures culminating in a standard setting event in the summer of 2015.

### **3.2.8 Reporting and Technical Documentation**

Documentation of the technical quality of the assessment program and reports that encourage and support the appropriate interpretation and use of assessment results are critical to the successful accomplishment of the goals of the NCSC computer based assessment program.

Technical documentation serves multiple purposes. On a basic level, it provides evidence to key stakeholders and external audiences of the technical quality of the program and information on the results from each annual administration of the program. Such evidence and information is crucial to fostering buy in, support, and understanding of the program. On another level, decisions regarding technical documentation (i.e., the type of information to collect, how often to collect it, how to report it, and how to use it) can be indicators of an ongoing commitment to ensure technical quality rather than simply serving as post hoc examination of technical quality. Finally, appropriate technical documentation provides necessary evidence for the ongoing validation of the entire NCSC assessment program and not simply the technical quality of the individual assessments.

Reports of results and the supporting materials and tools that accompany those reports are the primary vehicle for both transmitting information to key stakeholders and promoting actions based on that information to further the goals of the program. Decisions regarding the number and type of reports to be developed for the program, the format of those reports, and their intended uses are all interwoven with decisions regarding the design of the assessments (3.2.5) as well as the overall goals and theory of action of the program to ensure that students with significant cognitive disabilities achieve increasingly higher academic outcomes and leave high school ready for post-secondary options. The

Vendor must collaborate with project staff, who will engage state stakeholders in design and review processes, on all reporting and documentation activities. Project staff will provide leadership on the nature of all technical documentation and report structures; the Vendor must serve as an implementation partner that thoughtfully guides the manifestation of project expectations.

### **3.2.8.1 Technical Documentation**

The Vendor must produce a final set of technical documentation (across all required reports) to provide sufficient evidence of the technical quality of the individual assessments within the program as well as the overall NCSC program. This technical documentation must satisfactorily address all required elements in the United States Department of Education NCLB standards and assessment peer review guidance. If these requirements change during the contract term, due to reauthorization of ESEA and/or any other reason, the Vendor should be prepared to provide support and documentation to ensure federal strictures are met.

Is important to develop comprehensive documentation that brings together information from multiple sources. Following is a list of elements that should be included in the final technical documentation. Deviations from this list may be permissible if it is approved by the project. While the Vendor is responsible for producing the final set of technical documentation for this program and ensuring it is comprehensive, it is acknowledged that some of the required information refers to activities facilitated by other vendors and/or project staff. However, it is the responsibility of the Vendor on this project to work with multiple entities as needed to coordinate the collection, writing, revising, and presentation of the information to ensure the final technical products are comprehensive and suitable for the aforementioned purposes. Topics that must be addressed in the technical documentation:

- a. Overview and Purpose of Assessment
  - 1. Provide a general overview of the program
  - 2. Describe purpose and uses of the assessment
- b. Overview of ECD Development Process
- c. Detailed information about the process for writing, reviewing, and approving design patterns and task templates
- d. Detailed information about the writing, review, and approval of items and tasks to include
  - 1. Item writers, qualifications, and training
  - 2. Item specifications
  - 3. Item review process
- e. Pilot and Field Testing
  - 1. Description of design and process
  - 2. Quantify number and type of items

3. Include information to gauge the sufficiency of the sample (i.e., size and representativeness)
4. Analyses conducted
  - i. Item level classical and IRT statistics
  - ii. Model fit
  - iii. DIF
5. Data review process
6. Test Form Construction
7. Form specifications and/or targets
8. Process for evaluating forms
9. Form documentation (e.g., form blueprints/maps)
10. Specific considerations for producing computer based form
  - i. Process of converting items to computer based
  - ii. Description of system, quality checks, and certification process, including process to ensure items display correctly and consistently
- f. Test Administration
  1. Overview of process and procedures
  2. Documentation produced (i.e., administration manuals)
  3. Training provided
  4. Procedures to ensure security and promote uniformity of administration conditions
  5. Procedures for managing accommodations
  6. Procedures for handling administration irregularities
  7. Procedures for certifying computer based testing sites
- g. Scoring and Reporting
  1. Overview of process
  2. Description of quality control procedures and checks
  3. Describe reports and appropriate interpretation and use for each
  4. Item and student level summary statistics
- h. Performance Standards
  1. Description of performance levels
  2. Overview of process used to establish performance standards
  3. Reference complete standard setting report either as an appendix or separate document
- i. Scaling and Equating
  1. Rationale for approach used
  2. Item calibration
  3. Ability estimation
  4. Transforming ability estimates to scale score
  5. Equating design, procedures, and results
- j. Reliability
  1. Describe procedure to produce reliability coefficients
  2. Report reliability coefficients overall by test and broken down by subgroup

3. Provide conditional standard error of measure at the cut scores for each test
4. Classification accuracy analyses
- k. Validity
  1. Evidence based on test content
    - i. Reference development and review process
    - ii. Describe alignment studies and results
  2. Evidence based on response processes: e.g., development processes, analyses of rater consistency, etc.
  3. Evidence based on internal structure
  4. Evidence based on relations to other variables: include any analyses showing relationship of scores with similar measure and other convergent or discriminant evidence
  5. Evidence based on consequences of testing: include any evidence that the assessment is used as intended and promotes desired outcomes
- l. Synthesis of validity argument pulling together multiple sources of information
- m. Address validity of inferences from accommodated administrations
- n. Appendices
  1. Blueprints
  2. Administration procedures
  3. Sample reports
  4. Performance statistics overall and by subgroup (e.g., means, standard deviations, percent in PL)
  5. Summary test characteristics overall and by subgroup
  6. Detailed IRT and classical item level information (e.g., IRT calibrations, error, p-values, point-biserials)
  7. Raw to Scale Score Conversion Tables and conditional standard error of measurement for each scale score
  8. Reliability coefficients for all students and by subgroup
  9. Test characteristic curves
  10. Test information functions

#### **3.2.8.1.1 Annual Technical Report**

The Vendor must produce a Technical Report fully documenting all activities and technical results following those documented in the Pilot Testing report (3.2.3.5), particularly those related to the census field testing. The Vendor must produce a plan that describes in detail the proposed content of the report, the intended audiences for the report, and the appropriate format for communicating with those audiences. As appropriate, the Vendor's plan may include alternate versions of the report and/or alternate formats for the report to better communicate with particular audiences.

### **3.2.8.1.2 Standard Setting Report**

The Vendor must produce a Standard Setting report fully documenting all activities and results of standard setting processes and procedures up to and including the adoption of performance level cutscores for each of the NCSC assessments.

### **3.2.8.2 Plans for ongoing technical documentation**

The Vendor must produce a plan for ongoing technical documentation of the NCSC program, including an annual comprehensive Technical Report as well as separate reports for key technical activities that might occur (e.g., equating) across future administrations of the NCSC assessments.

### **3.2.8.2 Reporting**

The Vendor must produce and implement a plan for providing appropriate reports and supporting materials necessary to communicate results from NCSC administrations as well as supporting the appropriate interpretation and use of those results to further the goals of the program. These reports will include those that reflect individual student results as well as those that include summary scores at the school, district, and state levels. Project staff will collaborate with the vendor in designing the reports and the vendor will be expected to provide logistical support for usability studies for the Individual Student Reports (ISRs) and other reports going to states, districts, and schools.

#### **3.2.8.2.1 Census field test results**

The Vendor will produce and disseminate reports and supporting materials communicating results from the census field test to participating states, districts, schools, and students as well as summary reports to NCSC leadership. NCSC project staff will collaborate with the Vendor in designing these reports.

The Vendor will provide all scored data files and data files containing all report results to NCSC leadership in a mutually agreed upon format.

Expected Deliverable:

- Reporting Plan (D)
- Technical Documentation (D)

### **Vendor Response**

The proposal must provide a detailed plan for how it will fulfill reporting requirements and prepare high quality, comprehensive technical documentation. The Vendor will document the process for creating item specifications from the ECD Task Templates, including all decisions regarding item formats, allowable changes in item administration, administrator instructions, and scoring rules, determined in collaboration with NCSC GSEG partners.



### **3.3. Management Topics**

This section addresses a number of management and the technical topics of importance to this project. Within this section, the structure of each topic is the same, providing:

- the requirements to be met by the Vendor in the fulfillment of this project (including a list of expected deliverables and work products);
- preferences of NCSC GSEG with regard to the nature of the work to be performed;
- a description of the information to be provided by the Vendor in its proposal.

#### **3.3.1. Capacity and Management Plan**

The Vendor will be responsible for development and maintenance of the project task plan and schedule, based on the approach, methodology and tools used successfully by the Vendor in previous experiences. The Vendor must be able to demonstrate previous experience with projects of a similar nature, especially those that speak to the Vendor's expertise working with students with significant cognitive disabilities and expertise designing high quality alternate assessments.

It is absolutely critical that the Vendor produce a plan that involves very close and regular interaction with project staff, state leaders, and other Vendor staff as needed. Ongoing and influential state engagement in this project is essential to its success. NCSC will provide a full time project manager that will serve as the primary point of contact, but the Vendor should anticipate frequent engagement through the project manager with a number of project and state leaders. The Vendor will be responsible for a minimum of monthly reporting of progress against the plan, recommending corrective actions to be taken in the event of unanticipated changes to the plan or schedule, and regular updates to the plan and schedule to accommodate any changes. The Vendor must actively monitor and manage the project, calling to the attention of the NCSC GSEG leadership anticipated problems, along with recommendations of how to address any identified issues prior to their having a major negative impact on the project.

The Vendor should plan for key staff to attend TAC meetings in person at the Vendor's expense, approximately twice annually, but potentially more if requested. The Vendor may be asked to prepare materials (e.g. documents, presentations) to support these TAC meetings and/or to follow-up on request from TAC members.

More frequent updates, meetings, and/or project reports must be accommodated upon request.

This RFP requires a management plan not only for the work provided by the Vendor in conjunction with test development called for by this RFP, but also to provide management for other key aspects of the NCSC GSEG test

development work. Specifically, the Vendor should address how the work specified in this RFP will be managed with the work being done under any other RFPs awarded by NCSC GSEG. Presently, NCSC has released an RFP for item development (see: <http://www.ncscpartners.org/procurement>). It is likely that NCSC will issue another RFP for technology development. While the Vendors in charge of those aspects will be responsible for delivering their work on time and to specification, the Vendor awarded this RFP will be responsible to develop and carry out a plan to coordinate and manage the overall quality and timeliness of the development and administration of the summative assessment.

NCSC GSEG expects the Vendor to interact frequently with project staff, state partners, and other Vendors over the course of this project. We seek a balanced communication plan in which interaction is sufficiently frequent and clear to advance project goals, but not overly burdensome and costly. While the communication plan may evolve, the Vendor should estimate the frequency and clearly describe the type of communications (e.g., reports, webinars, face-to-face meetings) that will be required to successfully manage the project.

The Summative Assessment Development and Administration Project must be implemented following an aggressive schedule, understanding that all deliverable dates in 2.2 are non-negotiable.

Expected Deliverables (D) and Work Products:

- Final Scope Document (D)
- Final Project Work Plan (D)
- Project Status Reports

### **Vendor Response**

The technical proposal must describe the Vendor's experience with similar projects; the Vendor's philosophy, methodology, and approach to this project and to project management; describe the methods, tools, and techniques the Vendor intends to use in providing project management services; provide a description of key methods or techniques; provide a high-level project plan and schedule (identifying major milestones and deliverables); describe the Vendor's approach to managing the schedule, controlling costs, mitigating risk, and limiting "scope expansion" to the project. NCSC GSEG expects both the project plan and the schedule to undergo significant refinement during the planning phase of the project. For each major milestone and deliverable, the Vendor shall identify the roles and responsibilities of Vendor and those of the NCSC GSEG team members in the completion of each deliverable.

#### **3.3.2. Project Staffing and Qualifications**

The Vendor is responsible to provide and maintain sufficient numbers of qualified management, technical and functional staff to meet the needs of this project and provide the services outlined in the Vendor's response to this RFP. The Vendor is also responsible for development of a detailed resource plan for

both Vendor and NCSC and its GSEG team, which defines the staffing and staff organization and which identifies all team participants and their roles and responsibilities.

The Vendor must identify key personnel and will be required to commit these staff for the life of the project except for legitimate personal reasons, employment termination, acts of God or mutual agreement with written approval by NCSC GSEG. The percent of time each key staff member will spend on this project must be clearly specified. Any replacement of key personnel must have skills and qualifications equal to or greater than the individual who departed. In any case, NCSC GSEG reserves the right to interview and agree or not agree on the replacement.

NCSC GSEG requires Vendors to demonstrate previous experience with projects similar in scope and nature as well as an excellent understanding of its particular area(s) of responsibility. In particular, the Vendor must have experience in the development and administration of assessments for students with significant cognitive disabilities.

Expected Deliverable:

- Detailed Resource Plan (D)

### **Vendor Response**

The Vendor and its subcontractors shall describe the proposed management structure and identify key personnel who will be assigned to this project (see 4.2.12 and 4.2.13 for more information about subcontractors). Resumes for all key staff shall be included along with three personal references. At a minimum key personnel will include the Vendor Project Manager and Technical Lead. Other key staff should be suggested by the Vendor, if appropriate.

Because project methodologies may differ, the proposal must outline NCSC GSEG team needs based on the Vendor's methodology and describe the recommended working and reporting relationships between NCSC GSEG and its partners, and Vendor staff.

### **3.4. Deliverable Summary**

The following table summarizes the project deliverables (D) identified in this section. These deliverables are to be identified in the Vendors Final Project Workplan, are used as payment points in the execution of the project, and are used by the Vendor to prepare its price proposal for this project.

<b>ID</b>	<b>Deliverable (D) and Section Reference</b>	<b>Description</b>
1	Test Design, Specifications and Blueprint 3.2.1	Development of test design, specifications, and blueprints.
2	Design Plan for Cognitive Labs/Item Tryouts 3.2.2	Plan for design of cognitive labs/item tryouts in the spring of 2013.
3	Cognitive Labs/Item Tryouts 3.2.2	Implementation of the approved plan for cognitive labs and item tryouts.
4	Plan for Pilot Test 3.2.3	Comprehensive plan for design and administration of a pilot test in the spring of 2014.
5	Pilot Test 3.2.3	Implementation of pilot test.
6	Plan for Data Review and Item Revision 3.2.4	Plan for design and implementation of data review and item revision following pilot testing.
7	Data Review and Item Revision 3.2.4	Implementation of Data Review and Item Revision Plan.
8	Test Design and Scoring Plan 3.2.5	Development of final test design, specifications, and blueprints.
9	Census Field Test Plan 3.2.6	Comprehensive plan for design and administration of census field test in the spring of 2015.
10	Census Field Test 3.2.6	Implementation of Census Field Test.
11	Standard Setting Plan 3.2.7	Detailed plan design of standard setting event in the summer of 2015.
12	Standard Setting 3.2.7	Implementation of Standard Setting Plan.
13	Reporting Plan 3.2.8	Plan for fulfilling reporting requirements.
14	Reports 3.2.8	Produce reports as specified in the reporting plan.
15	Technical Documentation 3.2.8	Producing comprehensive technical documentation.
16	Final Scope Document 3.3.1	Documentation of the scope, objectives and overall approach to the project, to be used for project control and execution.
17	Final Project Work Plan 3.3.1	Project plan and supporting narrative identifying the phases and tasks of the project, along with schedule, duration, dependencies and resource assignments.

ID	Deliverable (D) and Section Reference	Description
18	Detailed Resource Plan 3.3.2	A document identifying the resources assigned to the project, by time period, along with their roles, responsibilities, percent of time committed to the project, and reporting structure.

#### **4. Administrative Information**

This section provides an overview of the procurement process and conditions along with key dates that must be met by the Vendor. In addition, it contains some (but not all) of the standard contract terms and conditions that will be included in any contract issued as a result of this RFP.

##### **4.1. RFP Issuance**

###### **4.1.1. Obtaining Copies of the RFP**

This RFP is available in electronic form through the NCSC GSEG website, <http://www.ncscpartners.org>. Paper copies of this RFP will not be available.

###### **4.1.2. Public Notice**

Public notice will have been provided through website postings and bidders' lists.

###### **4.1.3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

###### **4.1.4. RFP Designated Contact**

All questions specific to the RFP must be submitted using email and sent to the person listed below. General communications shall be made in writing to NCSC GSEG and addressed to the person listed below or emailed to the person listed below; communications made to other edCount Management, NCSC GSEG team personnel, or attempting to ask questions by phone or in person, will not be allowed or recognized as valid and may disqualify the Vendor. Vendors should rely only on written statements issued by the RFP Designated Contact:

**Robin Taylor**  
[robin.taylor@zittels.com](mailto:robin.taylor@zittels.com)  
**12292 Double Fork Rd.**  
**Greenwood, DE 19950**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

#### **4.1.5. Consultants and Legal Counsel**

edCount Management may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the Vendors' responses. Bidders shall not contact or attempt to contact consultants or legal counsel retained by edCount Management on any matter related to the RFP.

#### **4.1.6. Contact with NCSC GSEG Partners**

Direct contact with NCSC GSEG staff, partners or contractors working on the NCSC GSEG project other than NCSC GSEG Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting NCSC GSEG staff, partners or contractors risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business with NCSC GSEG who require contact in the normal course of doing that business.

#### **4.1.7. Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid.

#### **4.1.8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a Vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as:

- 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause determined to be serious and compelling as to affect responsibility as a contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

## **4.2. RFP Submissions**

### **4.2.1. Acknowledgement of Understanding of Terms**

By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

### **4.2.2. Proposals**

To be considered, all proposals must be submitted in writing, responding to the items outlined in this RFP. NCSC GSEG reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 5 paper copies and 3 electronic copies on USB drives. In addition, an electronic copy must also be submitted via email to the person below.

All properly sealed and marked proposals are to be sent to the designated address and received no later than **3:00 PM EST on December 5, 2012**. The outside of the proposal package must be clearly labeled “RFP 2012-11-01 NCSC GSEG Summative Assessment Project.” The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), U.S. Mail, or by hand to:

**Dr. Martha Thurlow, Co-Principal Investigator  
National Center and State Collaborative GSEG  
University of Minnesota/NCEO  
150 Pillsbury Drive, SE  
207 Pattee Hall  
Minneapolis, MN 55455  
612-626-1530  
Thurl001@umn.edu**

Any proposal submitted by U.S. Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than

**3:00 PM EST on December 5, 2012.** Any proposal received after this date shall not be considered and shall be returned unopened. The proposing Vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the evaluation or negotiation process.

Upon receipt of Vendor proposals, each Vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Vendors from any obligation in respect to this RFP.

#### **4.2.3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

#### **4.2.4. Proposal Costs and Expenses**

Neither edCount Management nor NCSC GSEG will pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at Vendors conference, system demonstrations or negotiation process.

#### **4.2.5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 31, 2012 edCount Management reserves the right to ask for an extension of time if needed.

#### **4.2.6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, Vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

#### **4.2.7. Proposal Opening**

NCSC GSEG will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the NCSC GSEG Principal Investigator or designee. Any unopened proposals will be returned to Vendor.



There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Vendors prior to contract award.

#### **4.2.8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the NCSC GSEG team.

#### **4.2.9. Concise Proposals**

NCSC GSEG discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. NCSC GSEG's interest is in the quality and responsiveness of the proposal.

#### **4.2.10. Realistic Proposals**

It is the expectation of NCSC GSEG that Vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

NCSC GSEG shall bear no responsibility or increase obligation for a Vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

#### **4.2.11. Confidentiality of Documents**

All documents submitted as part of the Vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than designated agents working on behalf of NCSC GSEG. There shall be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract.

Because the NCSC GSEG project involves public funds and because all or parts of a Vendor's Technical and Price Proposal, if successful, may become part of the contract between the Vendor and edCount Management, Vendors are strongly advised to mark with an appropriate and prominent restrictive legend those portions of their Technical and Price Proposals containing confidential and/or proprietary information.

#### **4.2.12. Multi-Vendor Solutions**

##### **Multi-Vendor Solutions (Joint Ventures)**

Multi-Vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**primary Vendor**”. The “**primary Vendor**” must be the joint venture’s contact point for NCSC GSEG and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all Vendors’ systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by NCSC GSEG, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, Vendor shall be and remain liable for all damages to NCSC GSEG caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-Vendor proposals must be a consolidated response with all costs included in the cost summary. Where necessary, RFP response pages are to be duplicated for each Vendor.

##### **4.2.12.1. Primary Vendor**

The NCSC GSEG team expects to negotiate and contract with only one “Primary Vendor”. NCSC GSEG will not accept any proposals that reflect an equal teaming arrangement or from Vendors who are co-bidding on this RFP. The primary Vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the Primary Vendor is solely responsible for fulfillment of any contract with edCount Management as a result of this procurement. edCount Management will make contract payments only to the awarded Vendor. Payments to any subcontractors are the sole responsibility of the Primary Vendor (awarded Vendor).

##### **4.2.12.2. Subcontracting**

The Vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments upon the NCSC GSEG team’s written consent; however, Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The Primary Contractor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors engaged by Vendor after award must be approved by the NCSC GSEG team.

#### **4.2.12.3. Multiple Proposals**

A Primary Vendor may not participate in more than one proposal in any form. Subcontracting Vendors may participate in multiple joint venture proposals.

#### **4.2.13. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of its proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Vendor. Should Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Vendor shall notify NCSC GSEG team's Designated Contact, in writing, of such findings at least ten (10) days before the proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for proposal due date.

##### **a. RFP Question and Answer Process**

NCSC GSEG will allow written requests for clarification of the RFP. All questions must be submitted using email to the RFP designated contact specified in 4.1.4, Robin Taylor, [robin.taylor@zittels.com](mailto:robin.taylor@zittels.com).

All questions will be consolidated into a single set of responses and posted on NCSC GSEG's website at <http://www.ncscpartners.org> by 12:00 PM EST each Friday, provided that the question or questions were received prior to 4:30 EST on Wednesday. Vendors' names will be removed from questions in the responses released if that option is chosen when the question is posted. Questions should be submitted with the following information included in the body of the question. Deviations from this format will not be accepted.

Section number  
Paragraph number  
Page number  
Text of passage being questioned  
Question

Questions must be received no later than midnight EST on November 23, 2012. Questions received after that time will not be considered.

#### **4.2.14. NCSC GSEG's Right to Reject Proposals**

The NCSC GSEG team reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in NCSC GSEG's specifications or Vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as NCSC GSEG may deem necessary in the best interest of the NCSC GSEG Project.

#### **4.2.15. NCSC GSEG's Right to Cancel Solicitation**

The NCSC GSEG team reserves the right to cancel this solicitation at any time during the procurement process, for any reason. The NCSC GSEG team makes no commitments expressed or implied, that this process will result in a business transaction with any Vendor.

This RFP does not constitute an offer by the NCSC GSEG team. Vendor's participation in this process may result in NCSC selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the NCSC GSEG team to execute a contract nor to continue negotiations. The NCSC GSEG team may terminate negotiations at any time and for any reason.

#### **4.2.16. NCSC GSEG's Right to Award Multiple Source Contracting**

The NCSC GSEG team may award a contract for a particular professional service to two or more Vendors if the NCSC GSEG project director or principal investigator makes a determination that such an award is in the best interest of NCSC GSEG.

#### **4.2.17. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the NCSC GSEG team prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the NCSC GSEG team at the proposal submission deadline. All proposals received are considered firm offers at that time.

#### **4.2.18. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on NCSC GSEG's website at <http://www.ncscpartners.org>. NCSC GSEG is not bound by any statement related to this RFP made by any NCSC GSEG team member, contractor or its agents.

#### **4.2.19. Exceptions to the RFP**

Any exceptions to the RFP, or the NCSC GSEG team's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

#### **4.2.20. Award of Contract**

The final award of a contract is subject to approval by the NCSC GSEG team and edCount Management. The NCSC GSEG team has the sole right to select the successful Vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a Vendor of the acceptance of its proposal by the edCount Management and the subsequent full execution of a written contract will constitute a contract, and no Vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

##### **a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, edCount Management will award the contract.

It should be explicitly noted that edCount Management will award the contract to the Vendor whose proposal is the most advantageous to NCSC GSEG. The evaluation committee will take into account technical quality and cost and develop a holistic recommendation regarding the proposal that best meets the needs of NCSC GSEG. The award is subject to the appropriate NCSC GSEG team approvals.

After a final selection is made, the winning Vendor will be invited to negotiate a contract with edCount Management; remaining Vendors will be notified in writing of their selection status.

#### **4.3. RFP Evaluation Process**

An evaluation team composed of representatives of NCSC GSEG will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal

will necessarily be selected. The committee will make a holistic decision based on the proposal deemed most advantageous to NCSC GSEG.

NCSC GSEG reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Vendors. Vendors are to provide in timely manner any and all information that NCSC GSEG may deem necessary to make a decision.

#### **4.3.1. Proposal Evaluation Team**

The Proposal Evaluation Team (“PET”) shall be comprised of representatives of NCSC GSEG. The PET shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established by the NCSC GSEG team. The PET may negotiate with one or more Vendors during the same period and may, at its discretion, terminate negotiations with any or all Vendors. The PET shall make a recommendation regarding the award to the NCSC GSEG project director or principal investigator, who shall have final authority, subject to the provisions of this RFP, to instruct edCount Management to award a contract to the successful Vendor in the best interests of NCSC GSEG.

#### **4.3.2. Proposal Selection Criteria**

The PET shall assign up to the maximum number of points for each evaluation item to each of the proposing Vendor’s proposals. All assignments of points shall be at the sole discretion of the PET.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by NCSC GSEG to be essential for use by the PET in the bid evaluation and award process.

Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the PET’s consideration for award.

Proposals that do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the PET.

The PET reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.

- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.
- Select more than one Vendor.

a. **Criteria Weight**

Proposals will be evaluated using the following criteria and scoring process:

Criteria	Weight
Quality of technical proposal including understanding of and adherence to project scope, objectives and requirements	40%
Vendor and subcontractor experience with ECD and item development, qualifications and references	30%
Project work plan and schedule	10%
Project Cost	20%
Total:	100%

The award decision will be made on a best value basis. Award may be made to a higher priced Vendor whose proposal is scored higher for the technical evaluation factors than a competing Vendor if it is determined that the higher scored Vendor's technical superiority justifies the higher price. Conversely, award may be made to a lower priced Vendor whose proposal is evaluated lower for the technical evaluation factors if it is determined that the technical superiority of an competing Vendor does not justify its higher price.

**4.3.3. Proposal Clarification**

The PET may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4.3.4. References**

The PET may contact any customer of the Vendor, whether or not included in the Vendor's reference list, and use such information in the evaluation process. Additionally, the PET may choose to visit existing installations of comparable systems, which may or may not include Vendor personnel. All of the Vendor's costs associated with participation in site visits conducted for this RFP are the Vendor's responsibility.

#### **4.3.5. Oral Presentations**

Certain Vendors may be invited to make oral presentations to the PET. The Vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the Vendor's costs associated with participation in oral discussions and system demonstrations conducted for this RFP are the Vendor's responsibility.

#### **4.4. Contract Terms and Conditions**

##### **4.4.1. General Information**

- a. The term of the contract between the successful bidder and edCount Management shall be for one year with one possible extension for a period of one year.
- b. The selected Vendor will be required to enter into a written agreement with edCount Management. edCount Management reserves the right to incorporate contractual provisions, including but not limited to those contract clauses, terms and conditions derived from the NCSC GSEG prime grant, U. S. Department of Education regulations (including acquisition regulations), and/or U.S. Office of Management and Budget circulars regarding grants, into any contract negotiated as a result of a proposal submitted in response to this RFP. Any modifications to the terms and conditions of the standard contract proposed by Vendor are subject to review and approval by edCount Management. The Vendor will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected Vendor will be expected to enter negotiations with edCount Management, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The successful Vendor shall promptly execute a contract incorporating the terms of this RFP. No Vendor is to begin any service prior to receipt of an edCount Management purchase order signed by authorized representatives of edCount Management. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful Vendor.
- e. If the Vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Vendor.



#### **4.4.2. Collusion or Fraud**

Any evidence of agreement or collusion among Vendors and third parties acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Vendors void.

By responding, the Vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no NCSC GSEG team, staff, partner, contractor or designated agent participated directly or indirectly in the Vendor's proposal preparation.

Advance knowledge of information which gives any particular Vendor advantages over any other interested Vendors, in advance of the proposal due date, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

#### **4.4.3. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Any Vendor found to be lobbying, providing gratuities to, or in any way attempting to influence a NCSC GSEG team member, partner or contractor or agent of edCount Management concerning this RFP or the award of a contract resulting from this RFP shall have its proposal immediately rejected and shall be barred from further participation in this RFP.

The selected Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, edCount Management shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with NCSC GSEG employees, partners, contractors or agents of NCSC GSEG concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

#### **4.4.4. General Contract Terms**

The following paragraphs summarize the terms of the subcontract that edcount Management intends to enter into with the awardee. The terms of the actual subcontract will include additional provisions.

a. **Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

b. **Non-Appropriation**

In the event the funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of edCount Management requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. **Licenses and Permits**

In performance of the contract, the Vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Vendor. The Vendor shall be properly licensed and authorized to transact business as provided in federal statute and regulation.

Prior to receiving an award, the successful Vendor shall either furnish the NCSC GSEG team with proof of appropriate Business Licensures or initiate the process of application where required. Failure to comply with appropriate licensing requirements may subject Vendor to applicable fines and/or interest penalties.

d. **Notice**

Any notice to NCSC GSEG required under the contract shall be sent by registered mail to:

**Dr. Martha Thurlow, Co-Principal Investigator  
National Center and State Collaborative GSEG  
University of Minnesota/NCEO  
150 Pillsbury Drive, SE  
207 Pattee Hall  
Minneapolis, MN 55455**

**612-626-1530**

**e. Indemnification**

**1) General Indemnification**

By submitting a proposal, the proposing Vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless all edCount Management staff, NCSC GSEG staff, GSEG partners, contractors, its agents and employees (collectively, the “NCSC GSEG Team”) from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney’s fees, arising out of (A) claims by third parties against NCSC GSEG team based on the Vendor’s (or its agents’ and employees’) provision of goods or performance work or services in connection with the contract; or (B) claims by the U.S. Department of Education (or its designee) based on or pursuant to an audit of the NCSC GSEG.

**2) Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against edCount Management, edCount Management staff, NCSC GSEG team members, contractors or agents shall promptly notify the Vendor in writing and Vendor shall defend such claim, suit or action at Vendor’s expense, and Vendor shall indemnify edCount Management and NCSC GSEG against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively “Products”) is or in Vendor’s reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

- a)** Procure the right for NCSC GSEG to continue using the Product(s);
- b)** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c)** Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the

work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the NCSC GSEG team agrees to and accepts in writing.

**f. Insurance**

- 1) The Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Vendor in their negligent performance under this contract.
- 2) The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Vendor is an independent contractor and is not an employee of edCount Management or the NCSC GSEG team.
- 3) During the term of this contract, the Vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/ Misc. Error & Omissions/Product Liability	\$1,000,000/ \$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the Vendor shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/ \$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

- 4) The Vendor shall provide a certificate of insurance as proof that the Vendor has the required insurance.

**g. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in

compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**h. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the NCSC GSEG team's requirements.

**i. Costs and Payment Schedules**

All contract charges must be as detailed specifically in the Vendor's Price Proposal. No charges other than as specified in the Price Proposal shall be allowed without written consent of the NCSC GSEG team. The Price Proposal shall include full compensation for all taxes that the selected Vendor is required to pay.

The NCSC GSEG team will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. edCount Management may require holdback of 10% of contract monies until acceptable performance is demonstrated.

**j. Penalties**

edCount Management may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**k. Termination for Cause**

If for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, edCount Management shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the NCSC GSEG team, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to NCSC GSEG.

**1. Termination for Convenience**

edCount Management may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished products or other material prepared by the Vendor under the contract shall, at the option of the NCSC GSEG team, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials that are useable to NCSC GSEG. If the contract is terminated by edCount Management as so provided, the Vendor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period that are directly attributable to the uncompleted portion of the services covered by the contract.

**m. Non-discrimination**

In performing the services subject to this RFP the Vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful Vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. Covenant against Contingent Fees**

The successful Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty edCount Management shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**o. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the Vendor. The Vendor must attest to the fact that no activity will take place outside of the United

States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. **Work Product**

All materials and products developed under the executed contract by the Vendor are the sole and exclusive property of NCSC GSEG. The Vendor will seek written permission to use any product created under the contract.

q. **Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between edCount Management and the successful Vendor shall constitute the contract between edCount Management and the Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, NCSC GSEG's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between edCount Management and the Vendor.

r. **Applicable Law**

The laws of the District of Columbia shall apply, except where Federal Law has precedence. The successful Vendor consents to jurisdiction and venue in the District of Columbia.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- 1) the laws of the District of Columbia;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- 5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990 as amended in 2008 (PL 110-325), and the regulations issued there under by the federal government.

If any Vendor fails to comply with (1) through (5) of this paragraph, the NCSC GSEG team and/or edCount Management reserves the right to disregard the proposal, terminate the contract, or consider the Vendor in default.

The selected Vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**s. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**t. Other General Conditions**

- 1) Prior Use – NCSC GSEG reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the NCSC GSEG team.
- 2) Status Reporting – The selected Vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 3) Regulations – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 4) Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the NCSC GSEG team.
- 5) Additional Terms and Conditions – the NCSC GSEG team reserves the right to add terms and conditions during the contract negotiations.

**4.5. RFP Miscellaneous Information**

**4.5.1. No Press Releases or Public Disclosure**

Vendors may not release any information about this RFP. The NCSC GSEG team reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to NCSC GSEG with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the NCSC GSEG team.



#### **4.5.2. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words shall, will and/or must are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of the Vendor's proposal.

### **5. Vendor Technical Proposal**

This section provides directions to the Vendor for the submission of the technical response to the requirements identified in Section 3. In addition, it identifies pre and post proposal requirements and identifies key dates in the procurement process.

#### **5.1. Pre-Proposal Requirements**

##### **5.1.1. Registration**

Please confirm your organization's interest in this project by notifying Robin Taylor by e-mail at [robin.taylor@zittels.com](mailto:robin.taylor@zittels.com). Registering will ensure that your organization is included in announcements or addenda and other notices affecting this project.

##### **5.1.2. Intent to Bid**

Vendors shall complete and return via email the "Notice of Intent to Bid" form by **3 PM EST, November 20, 2012**. This form should be signed by an authorized representative of the organization, dated, and returned to the address listed below:

[robin.taylor@zittels.com](mailto:robin.taylor@zittels.com)

All potential Vendors who return the "Notice of Intent to Bid" form will constitute the pool of "Active Bidders".

The "Notice of Intent to Bid" form will be made available to each potential Vendor registered with Robin Taylor. Failure to return this form by **3 PM EST November 20, 2012** shall be interpreted by the NCSC GSEG team as a presumptive rejection of the RFP, and that the potential Vendor's organization does not desire to bid. Furthermore, failure to return the "Notice of Intent to Bid" form shall mean that the Vendor will no longer be considered as an "Active Bidder".

#### **5.2. Proposal Contents Requirements**

The failure of a Vendor to meet any of the following RFP requirements may result in disqualification of the proposal.

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Additional pages may be attached and cross-referenced as necessary. Unnecessarily

lengthy documents are discouraged. Failure to comply with or complete any portion of this request may result in rejection of a proposal.

Vendors are cautioned not to refer to a brochure as a response to a requirement. Vendors are expected to write full answers for each requirement and not refer to previous responses, for example, using “see above” or “See technical whitepaper, page 4”.

Within each section of their proposal, Vendors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the Vendor’s response to the RFP. All discussion of proposed costs, rates, or expenses must only occur in the Cost Proposal.

### **5.2.1. Technical Proposal Vendor Response Section**

This section provides Vendors with the opportunity to answer text-based questions about the implementation and project management services, including Vendor information. This section is in MS Word format.

The Technical Proposal must be bound, and organized behind tabs corresponding to the sections of the Technical Proposal Vendor Response Section, as follows:

<b>TECHNICAL PROPOSAL</b>	
<b>Tab #</b>	<b>Response Section</b>
1	Proposal Overview
2	Vendor and Partner Overview & References
3	Vendor Certifications & Exceptions
4	General Requirements
5	Management Requirements
6	Technical Requirements
7	Required Vendor Attachments
8	Supplemental and Collateral Material

Attachments requested within each section should be included behind tab 7 (“Required Vendor Attachments”).

#### **5.2.1.1. Proposal Overview**

##### *Transmittal Letter*

A transmittal letter must accompany all proposals. A corporate officer or person who is authorized to represent the company must sign this letter. A letter of transmittal must meet the following requirements:

1. Identify the submitting organization.

2. Identify the name and title of the person authorized by the organization to obligate the organization contractually.
3. Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the name, titles, and telephone numbers of persons to be contacted for clarification.
5. Explicitly indicate acceptance of the requirements in this RFP.
6. Bear the signature of the person authorized to obligate the organization contractually.
7. Acknowledge receipt of any and all amendments to this RFP.

#### *Table of Contents*

The Table of Contents should reference all materials required by this RFP and any additional information or material the Vendor wishes to supply.

#### *Executive Summary*

Vendors shall provide an executive summary to familiarize the NCSC GSEG team and evaluators with the key elements and unique features of their proposal and by briefly describing how they will implement this project. The executive summary should at a minimum provide the following information.

- A summary of the proposal to provide the Proposal Evaluation Team with an overview of the business and project features of the proposal.
- Description of the project team and each team member's roles and responsibilities and lines of authority and accountability.
- Information on the background and qualifications of each partner. (Resumes should be placed behind tab 7 of the Vendor Technical Response.)
- Discuss the risks and concerns arising from NCSC GSEG's RFP.
- Explain what is needed from the NCSC GSEG team to begin the project.

#### **5.2.1.2. Vendor and Partner Overview and References**

##### *Vendor Services Overview*

Please identify Vendors for each product or service proposed to be provided. If multiple Vendors will be providing any service, identify each Vendor and the specific system and/or service component each Vendor will provide.

##### *Vendor and Partner Overview*

This section must be completed for each Vendor included in the proposal. The primary Vendor is to be the first organization listed.

**ORGANIZATION HEADQUARTERS INFORMATION:**

Company Name:

Address:

City, State & Zip:

Company Size: (Total Number of Employees)

**REGIONAL OR LOCAL OFFICE INFORMATION:**

Address:

City, State & Zip:

Primary Contact:

Phone: Fax:

E-mail:

**PRIMARY CONTACT INFORMATION for the RFP:**

Name: Title:

Address:

City, State & Zip:

Phone: Fax:

E-mail:

*Special Organizational Conditions*

Disclose any of the conditions that have occurred within the past five (5) years and discuss their organizational impacts; judgments, pending litigation or other real potential financial reversals, contract terminations, known or planned sale, merger or acquisition of this Vendor's company or products, any mergers or acquisitions and any potential conflicts of interest with the State. If none of these conditions are known to exist, state NONE.

*Corporate Qualifications and Experience*

The Vendor must thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of major-sub-contractors in Summative Assessment and assessment development using ECD in K-12 organizations.

*Vision and Strategy*

Vendors should describe their organization's mission and vision and show how these items will provide the business direction and resources to enable the Vendor to facilitate the successful implementation of the NCSC GSEG Project. Vendors must describe their strategy to providing key competencies and focused, service-oriented support required for a successful implementation.

*Other Value Added Service or Options*

Vendors are encouraged to thoroughly describe any other consulting or value-added services they believe that may contribute to the success of the project. The response

to this specification may include other capabilities not included elsewhere in the Vendor's proposal.

#### *Financial Stability*

Vendors must submit copies of their most recent year independently audited financial statements. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, and cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Vendor, the Vendor must document the reason and, instead, submit sufficient information to enable the Proposal Evaluation Team to determine the financial stability of the Vendor.

#### *Vendor References*

Each Vendor and subcontractor shall provide a list of three references where the Vendor implemented a similar Summative Assessment Project and the work was similar in size, application, and scope to the project described herein. The NCSC GSEG team will contact these companies or organizations and ask them about the Vendor's technical capabilities, project management skills, and ongoing support.

For each reference identify the organization, provide a contact name and contact information (address, phone number and email address). Describe the Summative Assessment process, the start and end date of the engagement, and the approximate cost of the project.

### **5.2.1.3. Vendor Certifications and Exceptions**

#### *Vendor Assumptions*

State any assumptions or dependencies presumed in this proposal. Identify each assumption with a unique numerical identifier. If there are no additional assumptions, the Vendor must indicate NONE for this section.

#### *Exceptions to the RFP*

Note any exceptions taken to any aspect of the RFP. Exceptions to detailed technical or management requirements should be discussed in the Vendor Response to the appropriate section and referenced here in the RFP Exceptions List.

All exceptions must be documented here regardless of whether they appear elsewhere in the proposal. Where specific exceptions are noted, please reference the RFP section, page and item number. If there are no exceptions, the Vendor must indicate NONE for this section.

#### *Response to Terms and Conditions*

The contract between edCount Management and a Vendor will follow the format specified by edCount Management and contain the terms and conditions set forth in the Administrative Information section, Section 4. However, the NCSC GSEG team

and edCount Management reserves the right to negotiate with a successful Vendor provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Vendor's proposal will be incorporated into and become part of the contract.

Should a Vendor object to any of the NCSC GSEG team's terms and conditions, as contained in the Administrative Information Terms and Conditions section, the Vendor must propose specific alternative language. The NCSC GSEG team may or may not accept the alternative language. General references to the Vendor's terms and conditions or attempts at complete substitutions are not acceptable to the NCSC GSEG team and will result in disqualification of the Vendor's proposal.

Vendors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternative wording. If there are no exceptions, the Vendor must indicate NONE for this section.

*Vendor's Additional Terms and Conditions*

Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with edCount Management and the NCSC GSEG team. The NCSC GSEG team may or may not accept the additional terms and conditions. Vendors must provide a brief discussion of the purpose and impact, of each proposed change followed by the specific proposed alternative wording. The NCSC GSEG team may or may not accept the additional terms and conditions. If there are no additional terms, the Vendor must indicate NONE for this section.

*Milestone Based Payment Schedule*

Provide your acceptance of a milestone based payment schedule and discuss any conditions or limitations.

*Background Checks & Investigations*

Individuals in your organization may be subject to finger-printing, background checks and investigations in order to work under contract with NCSC GSEG. Please provide your acceptance of this requirement and describe any issues or concerns with this requirement.

**5.2.1.4. General, Management and Technical Requirements**

The format for the response is the same for these three tabs. For each heading identified in sections 3.2 and 3.3, list the heading and provide the response. Use as much space as required to completely respond to NCSC GSEG's request and include a response for each heading listed. Please refer to the "Vendor Response" comments under each heading in Section 3 to make certain your response is complete.

#### **5.2.1.5. Vendor Required Attachments**

This tab should include required documents as specified in different sections of the RFP.

##### *Business License*

The Vendor must provide a copy of its valid Business License.

##### *Certificate of Insurance*

The Vendor must provide a Certificate of Insurance as evidence of the required coverage specified in this RFP.

##### *Latest Financial Statement*

Provide copies of your company's latest financial statement.

##### *High Level Project Plan and Schedule*

The Vendor must include a copy of the preliminary high level project plan and schedule based their responses to this RFP.

##### *Key Staff Resumes*

The Vendor must include copies of resumes for all key personnel proposed for this RFP, along with three references.

#### **5.2.1.6. Supplemental and Collateral Material**

The Vendor should include any supplemental materials in this section.

### **5.3. Post-Proposal Requirements**

#### **5.3.1. Vendor Oral Presentations**

Vendors selected as finalists may be required to make an oral presentation of their Proposal to the PET through electronic means. The PET will establish a presentation schedule. It is anticipated that the presentations will be less than four (4) hours and the PET will establish an agenda to identify the topics and materials to be addressed during the oral presentation. The presentation schedule will provide each Vendor invited to present an equal opportunity to adequately prepare and distribute requested materials prior to the scheduled presentation. The PET may, at its option, ask questions of the Vendor to clarify any function, service, or technical capability included in the Vendor's proposal. Presentation assignments for selected Vendors will be randomly drawn and Vendors notified upon the Vendor being selected as a finalist. Assignments are final.

Vendors selected as finalists may be required to make an oral presentation of their Proposal to the PET through electronic means. The PET will establish a presentation schedule. It is anticipated that the presentations will be less than four (4) hours and the PET will establish an agenda to identify the topics and materials to be addressed during the oral presentation. The presentation schedule will provide each Vendor invited to

present an equal opportunity to adequately prepare and distribute requested materials prior to the scheduled presentation. The PET may, at its option, ask questions of the Vendor to clarify any function, service, or technical capability included in the Vendor's proposal. Presentation assignments for selected Vendors will be randomly drawn and Vendors notified upon the Vendor being selected as a finalist. Assignments are final.

Vendors must include in their proposals a list of all special equipment, communications facilities or other resources required for the oral presentation of their proposal.

## **6. Vendor Price Proposal**

This section describes the requirements to be addressed by Vendors in preparing the Price Proposal. This Price Proposal must be submitted according to the consistent with the Administrative provisions found in Section 4 and must comply with the requirements presented in this section. The NCSC GSEG team reserves the right to review all aspects of the Price Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where more detailed pricing is required.

### **6.1. Price Proposal Contents**

All costs associated with the requirements specified herein, must be listed in cost tables.

Please note that all cost tables must include bottom lines for totaling the line items in the table.

The Price Proposal must be bound and submitted separately from the Technical Proposal Section. The Price Proposal sections shall include: 1) Total Not To Exceed Price; 2) Price by Deliverable – Payment Schedule; 3) Other (As Needed); and 4) Attachments and Assumptions. The Price Proposal should also indicate the daily rate (or range of rates) for Vendor services used to estimate the proposed cost.

The Price Proposal must be organized behind tabs corresponding to the sections listed above as follows:

<b>Tab #</b>	<b>Response Section</b>
<b>1</b>	Total Not To Exceed Price
<b>2</b>	Price by Deliverable – Payment Schedule
<b>3</b>	Other (As Needed)
<b>4</b>	Attachments and Assumptions

Attachments and assumptions requested within each section should be included behind tab 7.



The Price Proposal shall present the total firm fixed price to perform all of the requirements of the Request for Proposal. The NCSC GSEG team recognizes that each Vendor may have a unique pricing methodology. The Vendor has the flexibility to apply the pricing model that meets the requirements of this RFP and minimizes the price to edCount Management and NCSC GSEG while meeting all requirements of this RFP. All labor rates must be “fully loaded” to represent all services provided even those that may be required at the project site (i.e., travel and expenses must be included in the rates). All price quotes shall be inclusive of State Gross Receipts tax and all other taxes. Neither NCSC GSEG nor edCount Management will pay any taxes separately.

The Vendor shall agree that all terms, warranties, and prices, as a whole, are comparable to or better than the equivalent terms, warranties, and prices, as a whole, offered by the Vendor to any present customer meeting substantially the same requirements or qualifications as NCSC GSEG. If the Vendor shall, during the term of this contract, enter into arrangements with any other customer providing greater benefits or more favorable terms, as a whole, the Vendor shall provide the same to NCSC GSEG.

## **6.2. Price Proposal – Total Not to Exceed Price**

The Vendor’s total cost for the entire project must be presented as the Total Not-To-Exceed Price. This price must be broken down as specified in 6.1.

### **Instructions**

1. All price figures shall be provided in a fixed fee amount.
2. Since this is a fixed price solicitation, all price figures shall be inclusive of travel and expenses (no travel and living expenses shall be billable to edCount Management or NCSC GSEG).
3. Prices shall include all applicable taxes.

Please state any significant assumptions associated with the estimation of prices for this proposal in Section 6.1.6.

## **6.3. Price by Deliverable**

It is edCount Management and NCSC GSEG’s intent to negotiate a milestone-based fixed-fee payment structure based on acceptance of deliverables. edCount Management may consider other payment alternatives from the Vendor. Vendors are required to submit a proposed payment schedule that is tied to specific dates and deliverables and which identifies the estimated amounts of invoices and the approximate dates on which those invoices might be generated. Preferably, the payment schedule will be performance-based and the actual payment dates will be based upon the completion and acceptance of the related deliverables. No invoice will be approved unless the NCSC GSEG Team Project Manager has approved the associated deliverable(s). edCount

Management intends to withhold 10 percent of each payment until the NCSC GSEG team formally accepts the implementation of the application at the end of the post implementation support period.

A fixed price must be provided for each deliverable identified in Section 4 of this RFP.

#### **6.4. Attachments and Assumptions**

As indicated above, please state any significant assumptions associated with the estimation of prices for this proposal. Please identify the activity or topic to which the attachment or assumption applies and how the attachment or assumption impacts the Price Proposal (e.g., a fiscal impact on prices or impact on hours per month, etc.).

## Appendices

**The Appendices can be found as separate documents on the procurement page of the NCSC GSEG website at [www.ncscpartners.org](http://www.ncscpartners.org) or by following the links below.**

Appendix 1 NCSC Overview, Policy PLD Drafts, and ELA Definitions:

<http://3f071e93aad6392d132c-25358a031817aa7f80c72ac2922ef9ef.r3.cf2.rackcdn.com/Appendix-1-NCSC-Background.pdf>

Appendix 2 Design Pattern Example:

<http://3f071e93aad6392d132c-25358a031817aa7f80c72ac2922ef9ef.r3.cf2.rackcdn.com/Appendix-2-Design-Pattern-Example.pdf>

Appendix 3 Task Template Example:

<http://3f071e93aad6392d132c-25358a031817aa7f80c72ac2922ef9ef.r3.cf2.rackcdn.com/Appendix-3-Task-Template-Example.pdf>