



National Center and State Collaborative

**National Center and State Collaborative GSEG Project
NCSC Assessment Technology System
RFP # 2013-03-01**

Request for Proposal

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Intent to Bid due:	April 10, 2013
Cut-off Date for Questions:	April 23, 2013
Response due:	May 2, 2013 3:00 EDT

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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 purpose of this procurement is to solicit proposals to develop and implement a comprehensive software system (the “System”) that will be critical to the overall success of the project.

The System will support our long term goal of ensuring that students with significant cognitive disabilities achieve increasingly higher academic outcomes and leave high school ready for post-secondary options. The System will include a well-designed and innovative summative assessment, formative assessment tools suitable to inform progress monitoring, and professional development and instructional resources.

The System will be integral to support instruction and assessment for students with significant cognitive disabilities. The System will serve as the primary mechanism for delivery of a summative assessment for students requiring diverse accommodations, and will warehouse information, deliver resources, facilitate scoring, and produce reports. We intend to leverage the benefits of System to develop more valid and appropriate items and tasks that include integrated supports, which provide multiple avenues for students to respond. The System will provide a means for state partners to access information, such as items and tasks developed for initial review. Additionally, we seek to explore the benefits of distributed scoring of selected items and tasks.

Importantly, the project has developed a document that outlines the System architecture and proposed features and functions. This document is available at: <http://www.ncscpartners.org/news/ncsc-produces-architecture-and-technology-system-requirements-for-the-assessment-platform>. NCSC now seeks to identify a Vendor to develop, implement, make operational and maintainable the System described in this document.

As described in the System’s architecture and technical requirement document, a comprehensive solution must include the following components:

1. Assessment Creation and Management: The System will support the creation and management of assessment content including items, tests and supporting assets.
2. Administration and Registration: The System will implement the functions needed to set up testing windows and register students to take tests.
3. Delivery: The System will deliver/ present a test to the student.
4. Scoring: The System will provide automated scoring for selected response items and facilitate centralized and distributed scoring for human scored constructed response items, which will require uploading student work.

5. Results/ Reporting: The System will store completed assessment results and facilitate static and dynamic reporting of results.
6. Ancillary Content: The System will store and allow users to access instructional content provided by the project.

NCSC will entertain proposals from vendors for a system that meets all of NCSC's requirements and is: (1) newly developed in its entirety, (2) newly developed, but contains elements that are pre-built/off-the-shelf to the vendor or a third party licensor, (3) completely pre-built/off-the-shelf to the vendor or a third party licensor, or (4) completely pre-built/off-the-shelf to the vendor or a third party licensor, but includes newly developed customized modules. Other than in the case of a system that is newly developed in its entirety, vendors must clearly state all continuing costs associated with the system (or pre-built/off-the-shelf elements of the system) and how (and at what cost, if any) the system would be distributed to or modified by states post-project.

Further, a vendor may bid, as an option, a "fast track" solution proposal that describes how it will deliver the system before the due date. If such an option is provided, the vendor must describe how it will technically meet the early deliverable schedule and all prices associated with an early delivery.

1.2 Project Overview

Section 2.0 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 3.0 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 System. 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 4.0 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	March 28, 2013
2	Intent to Bid Response Due	April 10, 2013
3	Final Deadline for Vendor Questions	April 23, 2013
4	Response to Final Vendor Questions	April 26, 2013
5	Proposals Due 3:00 PM EDT	May 2, 2013
6	Notification of Award	May 29, 2013

1.5 Technical and Price Proposals

Sections 5.0 and 6.0 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.

1.6 Definitions

The following definitions apply to terms used throughout this RFP.

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

AIF: Assessment Interoperability Framework.

API: Application Programming Interface is a particular set of rules and specifications that allow software programs to communicate with each other.

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.

CEDS: Common Educational Data Standards.

Design Pattern: The first step in the evidence centered design (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 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.

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.

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, 2010).

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”.

NCLB: No Child Left Behind Act of 2001.

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.

Open License: A free copyright license for computer software that makes a specific set of source code available for anyone to use. Depending on the Open License variant, there may be restrictions on redistribution and software modifications may be made available for a reasonable fee.

Open Source Technology: Computer software that has been made available for free redistribution along with the inclusion of source code. Open Source software is often developed in a public collaborative manner with modifications submitted back to an Open Source community that integrates these changes into subsequent versions.

PD: Professional Development.

PNP: The user Personal Needs and Preferences profile, which tells the delivery system what the needs are for specific users.

SEA: State Education Agency.

SIF: Schools Interoperability Framework is a technical blueprint for enabling diverse applications to interact and share data related to entities in the pK–12 instructional and administrative environment. The SIF Implementation Specification defines architecture requirements and communication protocols for software components and the interfaces between them that enable diverse applications to interact and share data efficiently, reliably, and securely, regardless of the platform hosting those applications.

SIS: Student Information System.

Systems Architecture: A framework which defines the functional components, the inter-relationship between the components, the constraints on the components, and a rationale for choosing those components.

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.¹

¹ There are ten (10) additional states that are affiliated with NCSC as Tier II states that will make use of the post-project system.

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>

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. 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 and the goods or services Vendors.

2.1.3 Assessment Development

This section is provided to give the respondent more context on the summative assessment development process.

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

Using a principled development approach informed by 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. More information about Design Patterns and Task Templates is provided in section 2.1.3.2. 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.

The project has contracted with Measured Progress to complete item development, which is presently in progress, continuing through the 2013 calendar year. Another contractor, CTB McGraw Hill, is working on the

development and administration of the summative assessment through the term of the grant. More detailed information about these activities is provided in this section.

2.1.3.1 Core Content Connectors (CCCs)

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 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 subject 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.

2.1.3.2 Design Patterns and Task Templates

NCSC worked with SRI to develop Design Patterns and Task Templates for the prioritized CCCs.

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. 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 UDL into the assessment task.

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 behind the content standard. Additional teacher supports are also built in as the items slope from most to least complex.

2.1.3.3 Item Development

As noted, NCSC has contracted with Measured Progress for the development of items and tasks necessary to support the pilot and field testing. See <http://www.ncscpartners.org/procurement> for the full text of that RFP.

As a result of this initiative, NCSC expects to have 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 produced. See Table 1 for clarification.

Table 1. 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
Grand Total				2240

2.1.3.4 Summative Assessment Development and Administration

The NCSC GSEG project has recently contracted with CTB McGraw Hill to provide services in support of assessment development and administration. See <http://www.ncscpartners.org/procurement> for the full text of summative assessment RFP, containing detailed information on proposed project activities. However, a summary of the major activities and projected dates for summative assessment development is provided below:

- Finalize draft test specifications, and test blueprint for the summative assessment in ELA and mathematics – spring 2013
- Item tryouts and cognitive labs - spring 2013
- Pilot testing – spring 2014
- Full census field test – spring 2015
- Data reviews and item revisions as needed following pilot and census field testing
- Standard setting – summer 2015
- Produce student and summary reports – summer 2015

2.1.4 Role of Technology

NCSC's standing technology committee advises the project on matters related to decision making related to technology in the grant. Committee members consist of state partners and NCSC GSEG designated agents.

The technology committee worked closely with a contractor, Measured Progress,² to develop the overall design and specifications for the proposed System. As noted in section 1 of this RFP, the result of this collaboration was the production of a document that outlines the technology system architecture and proposed system features and functions. This document is available at: <http://www.ncscpartners.org/news/ncsc-produces-architecture-and-technology-system-requirements-for-the-assessment-platform>. Respondents are encouraged to be very familiar with this document, as it represents the vision for technology for the NCSC project and is the basis for the requirements outlined in section 3 of this RFP.

The System will be integral to a multi-faceted system designed to support instruction and assessment. The system will serve as the primary mechanism for warehousing information, delivering resources, facilitating scoring, and producing reports.

² Measured Progress' contract with NCSC to support technology design is distinct from Measured Progress' contract to support item development noted in 2.1.3.3

2.2 Schedule for Major Milestones

ID	Major Milestones For Technology System Development	Completion Date
1	Approved project plan to address development of a comprehensive technology platform that incorporates all required functionality described in section 3.2	June 21, 2013
2	Completion of all required components of technology platform for user acceptance testing	November 15, 2013
3	Completion of user acceptance testing	December 13, 2013
4	Approved plan for system certification and training for pilot test	December 13, 2013
5	Completion of system certification and training for pilot test	January 31, 2014
6	Refine components as needed prior to field testing and submit for user acceptance testing prior to census field test	August 29, 2014
7	Completion of user acceptance testing for census field test	November 7, 2014
8	Approved plan for system certification and training for pilot test	November 7, 2014
9	Completion of system certification and training for pilot test	January 30, 2015
10	Develop data governance plan, standard data definitions, and the business rules related to data quality and standards compliance.	July 31, 2015
11	Complete comprehensive technical system documentation	December 4, 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 System development. 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.

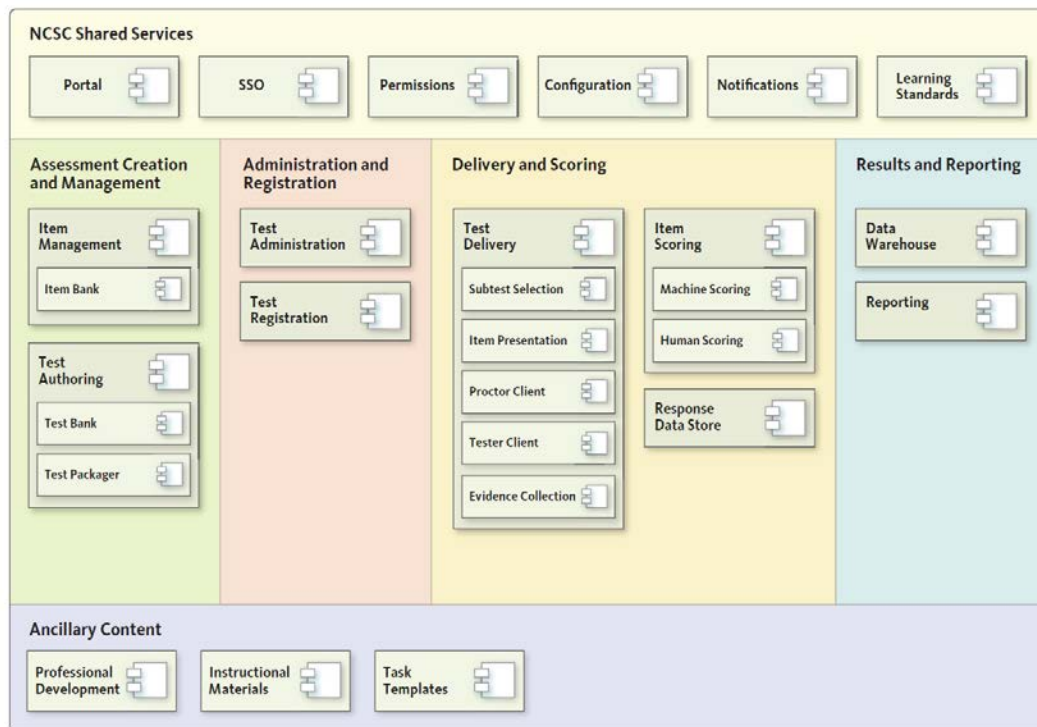
Expectations for the content of the Vendor response to these requirements are described throughout this section. The format of that response is addressed in Section 5, Technical Response.

3.1 Technical System Overview

The NCSC GSEG seeks a comprehensive, interoperable, open source technology solution accessible and managed through a single system portal to facilitate:

- Creation and management of tests and test items
- Management of user data by role
- Registration and assignment of tests to students
- Test delivery and scoring
- Storage and retrieval of test results, including static and dynamic reporting functions
- Access and retrieval of NCSC PD and instructional materials

A high level overview of the System features and functions is provided in logical component diagram below.



The vendor may propose an existing or customized ‘off-the-shelf’ product for components of the final system or may propose development or some combination of both. Regardless, the final product will be owned by the NCSC project.

3.2 Project Requirements

This section addresses the general expectations for the System and a description of the information to be provided by the Vendor in its proposal.

3.2.1. Assessment Creation and Management

The System must facilitate banking of test content and an interface to allow authors to construct tests and deliver tests for interim and summative purposes.

The System must manage user data for various roles to include, student (examinee), teacher (examiner), and administrator. It is envisioned that the System will allow multiple levels of access. Such a System should include mechanisms to upload and manage student and educator information, use student demographic information from state or district data systems, and ensure the confidentiality and privacy of student information. The Vendor should propose the roles supported and functions allowed by role in accordance with the information and requirements in this RFP.

3.2.1.1 Item Banking and Management

The item bank stores items and allows other components to query and retrieve items. The bank must keep a versioned history for all items; this component tracks lineage and item relationships and provides other components with the definitive source for an item. This component must allow for relevant item information, which will be provided by the NCSC GSEG, to be associated with items in the bank to include information from item reviews, pilot tests, field tests, and operational administrations.

The System should also provide features to manage items. This component must have basic editing capability and allow NCSC administrators to review items and track item statistics.

NCSC item types will include multiple choice and constructed response, and may include technology enhanced items, such as items with ‘drag-and-drop’ features. The system must house all items and associated scoring rubrics.

The method to create and manage item bank content and its final distribution to state-specific production environments will be complex. The banking system must accurately house all item, form, and statistical content and metadata.

As noted in section 2.1.3.3 of this RFP, the NCSC project is currently developing items and the intent is for these items to be housed and managed in the system described in this RFP. These items are being developed to 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 item management component must function such that these and any other QTI/ APIP compliant items can be integrated and managed in the NCSC system.

The APIP standard provides assessment programs and question item developers with a data model for standardizing the interchange file format

for digital test items. The idea focuses on accomplishing two goals. First, it allows digital tests and items to be ported across APIP compliant test item banks. Second, it provides a test delivery interface with all the information and resources required to make a test and an item accessible for students with a variety of disabilities and special needs.

The IMS GLC and APIP specifications can be found on the IMS website. The APIP Best Practices document gives a basic overview:

http://www.imsglobal.org/apip/apipv1p0cf/APIPv1p0_Best_v1p0cf.html

Vendor Response

The Vendor's proposal must describe a process for developing and deploying a solution for item banking and management, and all related functionality.

3.2.1.2 Test Authoring

Summative Testing

The test authoring interface must allow NCSC test authors to construct summative tests in grades 3 through 8 and once in high school for the content areas of English language arts and mathematics and deploy them to the test delivery component. The function will allow test authors to access content from the item bank and group into tests or sub-tests.

The NCSC GSEG is currently planning to produce a stage adaptive summative assessment. Therefore, the authoring and delivery feature must support this functionality.

Broadly, current plans specify that students will take a two-stage adaptive test, with a fixed total length of approximately 30 items, unless the student meets the criteria for stopping test administration early. The first stage (or session) of the adaptive test will function as a locator test; the second stage will provide sufficient evidence—in conjunction with the first stage—to classify the student into one of four achievement levels. It is intended that there will be multiple forms of each stage administered within a single year.

Formative/ Interim Testing

The NCSC GSEG project desires to explore functionality to support user (i.e. teacher) construction of formative and interim assessments in grades 3 through 8 and high school for the content areas of English language arts and mathematics. Formative assessment may be developed for additional grades and/or content areas in the future so the system should be scalable to be able to support such development. This functionality should allow users to assign 'pre-made' tests or to construct customized tests from an available bank of items. The Vendor should cost this functionality separately in the cost proposal.

Vendor Response

The Vendor's proposal must describe a process for developing and deploying a solution for assessment creation and management to include item banking and test authoring and all related functionality.

3.2.2. Administration and Registration

This component manages user data for students, teachers, and administrators. NCSC envisions a system in which users are managed by role with distinct permissions. This component further manages the capabilities and methods required for assessment scheduling, proctor assignment, student assignment and student identification methods.

The responsibility for storing basic state hierarchy information, including defining how schools and LEAs are grouped as well as any information for reporting retains here. In addition, the assigning of published tests to hierarchy nodes along with the defining of testing windows for each administration remains in this component.

The System must support Student Information System (SIS) data import and provide the ability to exchange data with state, district or school SIS. The system must accept NCSC defined data with state assigned student identifiers. The system must exchange data using open standard data formats and standard APIs.

The System must provide functionality to schedule tests, such that authorized users can define testing windows, assign locations, students, and administrations to a session. The system should support flexible additions or modifications to registration data. In addition to the Personal Needs and Preferences (PNP) data, the system should support management of student data related to accommodations and adaptations.

When creating a test window, students and teachers are registered. Registration consists of selecting the students that may participate in the exam period as well as the verification that all student data, from the SIS or data warehouse, imports correctly and has provided any necessary PNP information. To be clear, the system must support the interaction of student data in the PNP with the test delivery system such that assessment presentation conforms with the requirements in the PNP.

Vendor Response

The Vendor's proposal must describe a process for developing and deploying a solution for administration and registration that meets the requirements outlined in this section.

3.2.3. Delivery and Scoring

The System should support the delivery of assessments with a high quality user interface that includes appropriate assistive technology.

The System must be based on universal design principles and other research-based principles such that all applications will support access for all students and staff. The delivery component must comply with section 508 of the Rehabilitation Act of 1973. The overall approach must leverage the use of computer-based accessibility tools, driven by an item tagging system that will control and ensure appropriate application of those tools at the item level.

The delivery feature must be APIP core compliant. APIP requires that the system combine two different profiles (item XML and the user profile) to tailor the test delivery to a specific user's needs. The item XML has two main parts: the item information (meta information about the item) and the content XML (the actual content to be presented to the user) based on QTI 2.0. The user PNP contains information about what the user would need to access the information and any specific preferences about that need.

The System will store student responses from the test, which will integrate with the data warehouse and reporting components.

Given NCSC's plans to produce a stage-adaptive summative assessment, the delivery and scoring component must facilitate selection of subtests, based upon the test taker responses in earlier sections. It is not the Vendor's responsibility to develop the scoring rules or algorithm to support subtest selection. Rather, NCSC will provide the decision rules, which the System must accommodate.

Interactive Flexible Sessions

The testing session is envisioned as interactive between student (examinee) and teacher (examiner). The delivery feature should be designed such that the examiner will typically read the directions, content, stimuli, stem, and choices to the student and mark the responses on behalf of the student. However, in some instances, the student will independently read and/or record his or her response. The delivery system should allow for flexible administration to include:

- The examiner must have access to content prior to the test session. NCSC will work with the Vendor to determine rules for when and how the content is made available to examiners.
- The examiner must be able to start, stop, suspend, and resume tests.
- The examiner must have the ability to deliver all or part of the test in paper-based format (e.g. facilitate printing a PDF of item(s)). The examiner must be able to enable or disable selected access features, accommodations, tools, etc. for specific sessions, specific items, and specific students.

User Interface

The NCSC test delivery feature should render clearly and efficiently on devices, to include tablets.

It is critical that the interface accommodates the needs of each student, including – but not limited to- the specifications in the student's PNP. Furthermore, to facilitate accommodations and adaptations, the system must

include and integrate with a range of assistive technology to include read-aloud, which will be identified by NCSC. The system must also integrate with a range of input devices.

Continuity of the test session without disruption (e.g. due to loss of network communication) is critical. The Vendor must address in the proposal how such disruptions will be eliminated or minimized. In the event of a disruption in network connection or power, the responses recorded prior to the disruption must be saved.

The interface must allow the examiner/ student to navigate through content within a session flexibly to include the ability to return to previous items and change responses previously recorded.

Evidence Capture and Scoring

The System envisioned by NCSC GSEG includes automated (machine) scoring for selected response items, captures a human scorer's (examiner) rating on some constructed response items, and permits evidence capture to record and transmit responses for a small number of other constructed response items. Student responses for the constructed response items and performance tasks may be in the form of documents, audio, photos, video and other such sources of evidence. The system must be designed to capture and handle the transfer of these types of data.

Some items will be human-scored in real-time during the assessment. Therefore, the system must accommodate the presentation of applicable scoring rubrics and facilitate input and storage of the resulting score.

Other items will be scored via centralized or distributed scoring. Therefore, the System must collect evidence as text, image, or video that can later be evaluated by human scorers. The system should further allow the examiner to annotate evidence (e.g. add narrative text to provide detail/ context.)

Overall, the System must provide a test scoring distribution and routing function for managing rules and workflows to ensure that responses get scored. The System must permit authorized users to input or modify rules and workflows for scoring, allowing data to be transmitted to designated, potentially external, locations for scoring. Data exchange must be based on open standard APIs and open, standard data format.

The System must accommodate real-time machine scoring of selected-response items and store these data. The system must also store and record performance on subtests to facilitate the stage-adaptive model.

Currently, NCSC expects that approximately 2/3 of the test will be selected response. Of the remaining 1/3, NCSC projects that 2/3 will be human scored in real-time (e.g. teacher evaluates performance and inputs score during the session). Therefore, only a small number of items will require evidence capture and transmission for off-site scoring. For example, if each content area test is 30 items as projected, approximately 10 items will be constructed response. Of these 10 items, approximately 3 items will require evidence capture for scoring

outside of the testing session. It is important to note that these projections are tentative.

To be clear, the respondent of this RFP is not expected to perform any human scoring. Rather, the system should accommodate machine scoring for selected response items and provide information easily, efficiently, and securely to the scoring vendor and/or other designated locations (i.e. distributed scoring) through the system such that human scorers can evaluate the response, enter a score, and this information will be transmitted to the data warehouse for analysis and reporting.

Vendor Response

The Vendor's proposal must address the Vendor's plan for development and implementation of a delivery and scoring feature that meets the requirements in section 3.2.3.

3.2.4. Technology Survey

The NCSC GSEG project desires to use the system to gather information to better understand how students current use technology in instruction and assessment. The NCSC project will design a survey for educators and/or school administrators to complete and the Vendor will be responsible for delivering the survey via the technology platform provided in response to this RFP.

Moreover, the Vendor will be required to ensure the survey results are provided back to the project in an acceptable format. The Vendor's support of the survey initiative will also include providing any training or instructions necessary to use the system to successfully complete the administration of the survey and collection of resulting information.

Expected Deliverables and Work Products:

- Plan to administer NCSC developed survey of technology practices (D)

Vendor Response

The Vendor's proposal must address a plan for a project developed survey to be administered to educators and/or administrators and resulting data returned to the project prior to the pilot testing spring 2014.

3.2.5. Data Warehouse and Reporting

The System must include capacity to generate and distribute reports at multiple levels including student, classroom, school, district, state and consortium. This type of information may be used for a variety of purposes including public reporting and research to support the interpretation and use of assessments. Further, it is NCSC GSEG's expectation that it will be possible for end users to use ad-hoc analysis and reporting tools to obtain information and perform a variety of analyses.

Data Warehouse

The System must include a data warehouse containing post-scoring information that is moved from test delivery when the assessment window closes. Results

are processed and made available for reporting. This component includes the data store that feeds reporting.

Query and accessing data from the warehouse will be necessary for test developers to conduct psychometric analysis, and requires that authorized users export data and analyze with other applications and import scored, scaled results back to the warehouse.

The System must allow authorized consortium and state users to access scored student level data files from the data warehouse for a variety of purposes, such as to import into state data systems. Users must be able to customize and configure the specifications of the data to be exported from the system and easily export in a common, supported file structure.

NCSC authorized users must be able to edit and update information in the data warehouse as needed.

Reporting

NCSC staff must be able to schedule reports executed and cached for performance reasons, as well as schedule distribution rules where reports may be sent via a variety of mechanisms to users for consumption without logging into the system. Member states can configure the secure delivery of assessment results to their own system via the configuration of a set of rules and authentication parameters. This will allow seamless delivery of individual and aggregate assessment results into the state longitudinal data systems. Cached reports, distribution rules and configuration settings are all stored in the reporting metadata database.

The System must support the distribution of static performance reports at multiple levels to include: school, district, state. It is not the responsibility of the technology system vendor to design these reports. However, the System must be able to generate, manage, and distribute these reports to end users, such as by allowing schools to access student reports, class rosters, and/or other reporting documents in PDF format.

The System must also include capacity for dynamic display of student data and performance outcomes. NCSC envisions a managed area where users with appropriate permissions can create and view customized reports. For example, a school principal can create a roster of all student performance in the school, customizing rosters by grade, content area, etc. Similarly, a state administrator can view data for all students in the state, producing summary performance, such as average scale scores or percent in performance level by grade, by content area, and/or by selected student characteristics. The Vendor should propose a dynamic, configurable reporting system offering these features to facilitate data analysis and reporting.

The Vendor must describe how the reporting system will comply with industry leading security protocols to protect against unauthorized access of data or loss of data. The proposal must also describe how the reporting solution will address all Family Educational Rights and Privacy Act (FERPA) requirements.

Vendor Response

The Vendor's proposal must describe a development process to meet the requirements for data warehouse, reporting and analysis tools.

3.2.6. Ancillary Content

The NCSC project requires a resource to manage and make available ancillary content, to include instructional modules, to member states and end users. To that end, the system should allow for the storage and retrieval through the central portal, designated resources produced by the project, which may include multiple media such as documents, photos, audio, and video.

It is possible that the NCSC project will use external applications and databases for management of this content. If so, the technology system should allow access to this system via the central NCSC portal.

Vendor Response

The Vendor's proposal must provide an overview of the process it will follow to ensure ancillary materials are accessible and integrated into a comprehensive technology system.

3.2.7. Certification, Training, and Support

Certification

The Vendor's proposal must include a certification process and related mechanisms to ensure that consortium, state, district and school level users can implement the system with fidelity. The certification procedure should address system hardware and network capacity, to insure that the System functions without disruption. For example, this might involve development of a 'checklist' of requirements for successful implementation supported by a procedure to verify sites are ready and able to successfully use the system (e.g. via human support activities, automated systems, or some combination of resources.)

Additionally, the Vendor must have performance monitoring in place and alert NCSC of potential disruptions or down-time. The Vendor must allow NCSC or a designated third party to test any aspect of the System for performance and/or compliance at any time.

Training and Support

The Vendor should also propose training initiatives and resources to ensure that the system administrators and users are knowledgeable in the use of the system. This should involve resources available through the portal (e.g. documents, demonstrations, pre-tests, and instructional videos). A comprehensive training program should also involve interactive training such as webinars. The Vendor should propose the timing and nature of certification and training activities to insure successful implementation of all aspects of the system.

The Vendor must include live-human support (i.e. "help desk") to address questions from the consortium, state, district, and school level. The Vendor

may propose a variety of support communication mechanisms (e.g. email, chat), however it is mandatory that the Vendor provide support via toll-free phone from 7am to 5pm in each time zone of all member states during the pilot testing window and operational testing windows, which are to be determined. Outside of these testing windows, the vendor should propose the manner and level of user support for the system.

It is expected that the successful offeror will negotiate a service level agreement (SLA) with NCSC as part of the contracting phase. The Vendor should propose a draft SLA, addressing, at a minimum, down-time, restoration, and support response time.

Expected Deliverables and Work Products:

- Training and support plan (D)
- Approved Service Level Agreement addressing all required functions and levels of service (D)

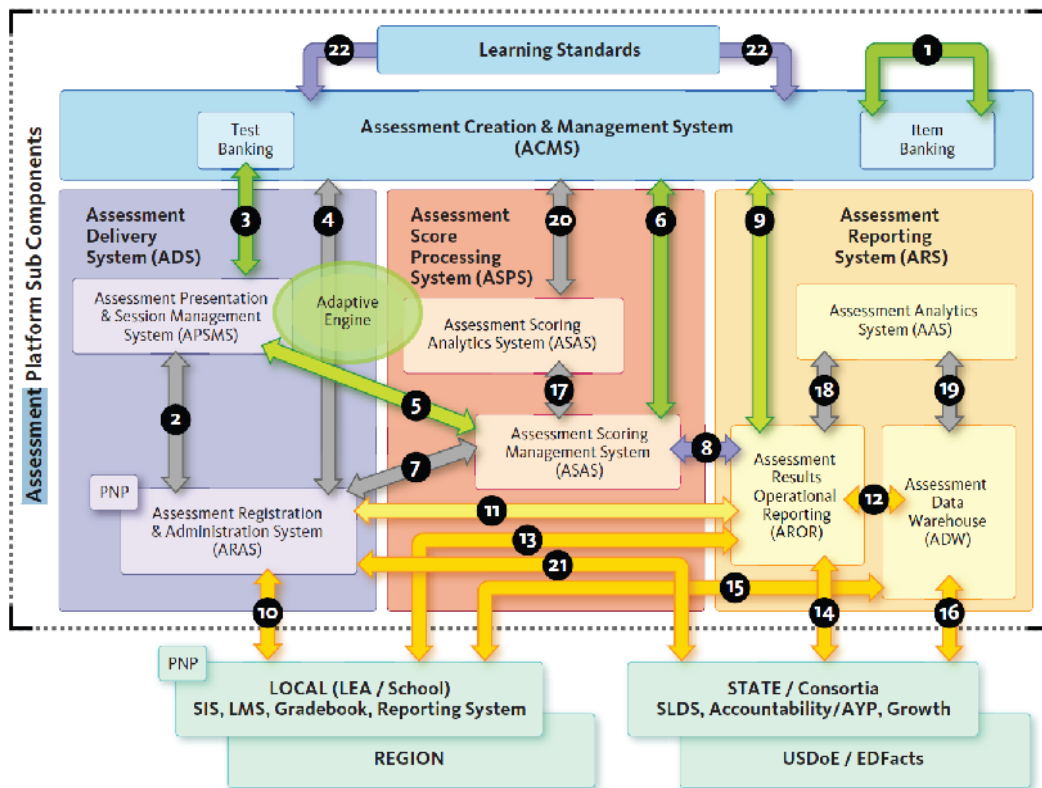
Vendor Response

The Vendor's proposal must provide an overview of a process for meeting these requirements and any potential design ideas for an effective certification process, help functions, and training for end-users.

3.2.8 Interoperability

All aspects of the System must meet industry standards for interoperability. The Vendor's plan must provide a comprehensive solution for intra/inter component communication in a standard protocol. Interoperability is addressed in detail in the existing NCSC system architecture document (see p.28-31 of this document: <http://www.ncscpartners.org/news/ncsc-produces-architecture-and-technology-system-requirements-for-the-assessment-platform>). The Vendors response should address how interoperability will be achieved to include:

- Protocols for data transports (Secure Socket Layer (SSL), File Transfer Protocol (FTP), Transmission Control Protocol (TCP))
- Interfaces (Representational State Transfer (REST))
- Data format (APIP, CEDS and SIF).



Assessment Interoperability Framework

NCSC believes that the CEDS sponsored Assessment Interoperability Framework (AIF) is a promising emerging solution for achieving interoperability within and among technical systems to support assessment and reporting. The SIF Association (SIF) and IMS GLC (IMS) communities, in partnership with CEDS, the consortia, LEAs, SEAs and vendors, joined together to develop a standards-based technical solution in support of assessments for deployment in states and schools.

The diagram above provides a high-level overview of the resulting AIF. Each component for an assessment system addresses an interoperability standard.

More information about the CEDS AIF can be found at:

<https://ceds.ed.gov/aif.aspx>. Vendors must address how the proposed technical system in response to this RFP will meet the requirements outlined in the AIF.

APIP

While APIP is a component of the AIF its prominence merits specific mention. The APIP standard provides assessment programs and developers with a data model for standardizing the interchange file format for digital test items. It permits digital tests and items to be ported across APIP compliant test item banks and provides a test delivery interface with information and resources required to make a test and an item accessible for students with a variety of disabilities and special needs.

The item development vendor is producing items to be APIP core compliant. A requirement of this project is that all other components of the technical system, to include item bank and delivery system will fully support and integrate with APIP core compliance standards. This includes the requirement of ensuring the system contains a PNP and that the information from the PNP is used to direct test presentation as intended.

The successful offeror must specifically address how the APIP standards will be incorporated in the NCSC technology system.

Expected Deliverables and Work Products:

- Plan to ensure system interoperability in conformance with CEDS AIF specifications (D)

Vendor Response

The Vendor's proposal must describe how the interoperability requirements in this section will be achieved.

3.2.9 Open Source Solution

The Vendor may provide either an open source/open licensed System, or a fully/partially pre-built/off-the-shelf system.

The NCSC GSEG team is committed to making decisions about various technology components of the system that are in the best interest of NCSC GSEG for both sustainability and a low cost of ownership for the system, and one that support interoperability, innovation, and a lower cost of ownership/use. For systems that comprise or incorporate pre-existing technology solutions, a Vendor should describe how such pre-existing technology solutions will be documented in fully transparent ways to make clear the process for system integration.

The Vendor must agree to software, documentation and data licenses that provides NCSC and its current and future member states with an unrestricted and perpetual license that includes, but is not limited to authority to distribute and modify all aspects of the System and ancillary and supporting components necessary to implement the solution. The Vendor releases ownership rights to the system or any data within the System.

The System must include source code or permit the revision of source code, and when applicable must allow distribution in source code as well as compiled form. The licensing of all supporting materials created for and by NCSC that is not source code shall be licensed under an open access license. The license must allow modifications and derived works, and must allow them to be distributed under the same terms as the license of the original software.

See section 7.4 (pp. 60-63) of the NCSC technology system architecture <http://www.ncscpartners.org/news/ncsc-produces-architecture-and-technology-system-requirements-for-the-assessment-platform> for more information about open source requirements.

Expected Deliverables and Work Products:

- Plan for source development and maintenance solution (D)

Vendor Response

The Vendor's proposal must provide assurances that the open source requirements will be honored and describe the process for how all requirements in this section will be met. In the alternative, if the Vendor proposes a system that is pre-built/off-the-shelf (or containing elements pre-built/off-the-shelf) to the Vendor or a third party, then the Vendor's proposal must describe how states and other users will be able to maintain, modify, distribute and use the system.

3.2.10 Security and Security Administration

Security of the System is of extreme importance to NCSC GSEG. A robust authentication strategy is desired. Further, the Vendor should incorporate industry leading security protocols to protect against unauthorized access of data or loss of data.

The Vendors must propose a strategy for maintaining the highest industry standards for security for the NCSC technical system to include:

- Security policies governing expectations, privileges and restrictions of all users/ entities that interact with the system
- Description of how data are securely and safely stored, transmitted, and used
- Description of access controls for all users
- Description of physical security mechanisms to include security of key structures (e.g. control access, fire protection) and security of workstations and hardware.
- Description of system back-up procedures and other redundancies to protect against loss of data
- Description of network security, determining what devices connect to a network or system and access to data within it; this includes description of remote access policies and procedures
- Process for authentication, authorization and sign-on. The system must authenticate users in multiple roles and restrict access to defined permissions. The user authentication must occur with a single sign-on,
- Describe how industry standard security mechanisms such as secure sockets layer (SSL) and data encryption protocols will provide system protections in keeping with current industry standards and best practices

Expected Deliverables and Work Products:

- Plan to ensure all system security requirements are satisfied (D)

Vendor Response

The Vendor's proposal must describe a process for meeting security requirements. In its response, the Vendor should also provide an overview of the security controls that will be essential to its solution, describe how data

breaches could be detected and handled, and describe how its solution manages role-based security.

3.2.11 Technical Environment

NCSC GSEG's goal is to minimize the cost to, the impact on, and required updates to state, district, and local school specific systems (e.g. networks, servers, bandwidth, and testing devices). This includes efforts to minimize the technical footprint required of devices used for student testing, downloading of new software and add-ons to servers and PCs, data exchange and additional data storage requirements.

Presently, NCSC GSEG has procured a central hosting solution. At this time, it is NCSC GSEG's desire to work with this solution to the extent it is viable to meet the demands of the full system. The successful Vendor should evaluate this priority and provide recommendations for meeting the hosting needs of the system with minimal disruption.

Nevertheless, for planning and contingency purposes, the Vendor should propose a comprehensive solution for hosting assuming the project does not have any central hosting capacity. A fixed cost for the proposed hosting solution should be clearly specified in the event the project decides to pursue this option.

Within NCSC GSEG states, there is considerable variation in technology capability, from low to high levels of capability and capacity. Some states and their associated districts and local schools may not have the ideal processing power of modern PCs/devices, and LAN and network bandwidth may be limited. A technology approach must be developed to be able to maximize capabilities for states with high levels of technology capability as well as states with low levels of capability. With the possibility of rich content included in the system, the plan should ensure that the System operates efficiently and is optimized for high-capability states but does not cause testing disruptions in low-capability states.

The NCSC project has developed draft minimum workstation and network requirements for the System which can be found on pp.69-71 of the architecture and system requirements document available at: <http://www.ncscpartners.org/news/ncsc-produces-architecture-and-technology-system-requirements-for-the-assessment-platform>. The Vendor's proposal should include a technical solution that builds upon these requirements.

The System will need the ability to efficiently recover from a hardware or application failure. Student progress should be stored in real time so that, if failure occurs during the testing process, it can be restored so that the student can resume from the same testing point of an assessment session once the systems are back online. This approach should include a deep capture of historical tracking and timely and non-disruptive back-ups.

Vendor Response

The technical proposal must demonstrate the Vendor's knowledge, expertise and experience in the configuration of technological environments and must describe the approach that will be taken to address the requirements in this section.

3.2.12 Data Requirements

The Vendor will work with the NCSC GSEG team to develop an inventory of the data necessary for the technology system, identifying the mapping of source to target for each data element, along with a definition of each element and the frequency for update. In addition, the Vendor will develop a timeline for migration and update of the data during the project.

Note that much of the data will come from state or district data systems. During the development of the final data requirements, consideration must be given to moving data directly to the system.

Vendor Response

The NCSC GSEG team requests that the Vendor include in its response an approach to reviewing existing data sets and reporting requirements and provide a recommended approach to migrating these data to the NCSC GSEG system.

The Vendor must address how the NCSC GSEG team will participate in this process and the NCSC GSEG team staff that will be needed and for what timeframe.

3.2.13 Data Quality, Standards and Governance

K-12 data standards are expressed as standard data definitions, code and value sets, business rules and technical specifications. Such standards may come from a variety of sources including the Common Education Data Standards initiative (CEDS), the National Center for Education Statistics (NCES), the National Education Data Model (NEDM), the Postsecondary Electronic Standards Council (PESC), ED Facts, the Integrated Postsecondary Education Data System (IPEDS) and the Schools Interoperability Framework (SIF).

NCSC GSEG believes that adherence to established data standards will increase data interoperability, portability, and comparability across states, districts, and higher education organizations.

A comprehensive, well-structured technology governance model must be implemented to support initial development efforts, implementation, and long-term operations and sustainability to full implementation in 2014-2015 and beyond. The model must reflect NCSC GSEG's state-led model and support an effective change management process and mechanisms to balance competing priorities. A sustainable system that ensures the lowest possible cost impact to states both during and at the conclusion of the NCSC GSEG is the ultimate goal of the Governance Model.

The Vendor will work with the NCSC GSEG team to ensure that data quality and standards compliance are automated to the maximum extent possible.

Vendor Response

The Vendor's proposal must describe the approach that will be used to develop data governance, standard data definitions and the business rules related to data quality and standards compliance, and describe the tools and technologies that are part of its proposed solution.

3.2.14 User and System Documentation

NCSC GSEG believes that quality documentation is one key to minimizing the need for extensive training and is critical to the long-term maintenance of the system once the Vendor's work is complete. In addition, NCSC GSEG values the need for visibility and transparency including a need to know the source of each data element and how any calculated values are derived.

Expected Deliverables and Work Products:

- Reporting Users Guide (D)
- Comprehensive System Documentation of all specifications, features, and functions of the system (D)
- Meta Data Dictionary (D)
- Operational and Technical Manual for System Administrators (D)

Vendor Response

The Vendor's proposal must describe the extent and nature of all documentation that will be included with its solution, and how this documentation will be updated to reflect implementation.

3.2.15 Testing

The Vendor is responsible for developing the test plan and supporting documents, which identify the processes, tools, tasks and materials to be used for system and acceptance testing of the System. The Vendor is further responsible for documenting the successful execution of the test plan and any modifications that were required for successful execution. Although user acceptance testing may be a NCSC GSEG team responsibility, the Vendor will be responsible for development and implementation of the acceptance test plan including a load test that addresses simultaneous connections to all proposed components of the System. Vendor will also be responsible for the development of the acceptance test scripts and ensuring this process is followed. Additionally, the Vendor must develop Service Level Agreements to ensure that the system specifications and support are appropriate.

Expected Deliverables and Work Products:

- Development and execution of system and acceptance test plans (D)
- Test scenarios, scripts and test case data

- Documentation of successful test execution (D)
- User acceptance test certification (D)

Vendor Response

The Vendor response must describe the Vendor's approach to testing and include a plan that will be implemented by the Vendor upon approval from NCSC. At a minimum, the outlined test plan will need to address what will be tested; who will perform the testing; when the testing will be conducted; how the testing will be performed; how the NCSC GSEG team will know when testing is complete; and what will be produced from the test.

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 Vendors expertise designing high-quality technology based assessment systems and working with students with significant cognitive disabilities.

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 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.

In addition to working with NCSC staff from partner organizations and state leaders, the Vendor will work closely with contractors supporting item development (Measured Progress) and summative assessment development and implementation (CTB McGraw Hill). The Vendor may be asked to attend some project planning meetings in person and/or to prepare materials (e.g. documents, presentations) to support key meetings and/or to follow-up on request. 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 technology system 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.

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. 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.

ID	Deliverable (D) and Section Reference	Description
1	Plan to administer technology survey 3.2.4	Plan to administer a NCSC developed survey or technology practices prior to pilot testing spring 2014
2	Training and Support Plan 3.2.7	Plan to provide training and support to address questions, problems, issues and concerns from NCSC users in states, districts, school or partners
3	Service Level Agreement 3.2.7	Service Level Agreement to address all required functions and levels of service

ID	Deliverable (D) and Section Reference	Description
4	Plan for System Interoperability 3.2.8	Plan to ensure system interoperability in conformance with CEDS AIF specifications
5	Plan for Open Source 3.2.9	Plan for open source development and maintainance solution
6	System Security Plan 3.2.10	Plan to ensure all system security requirements are satisfied
7	Reporting User's Guide 3.2.14	Guide used by NCSC state, district and school end-users
8	System Documentation 3.2.14	Comprehensive documentation of all specifications, features and functions of the system
9	Meta Data Dictionary 3.2.14	Written documentation of the meta data dictionary including standard data definitions and the business rules related to data quality and standards compliance
10	Operational and Technical Manual for System Administrators 3.2.14	Written operational and technical manual that includes data governance plan, and all technical and operational requirements of the system; includes all code and scripts used with comments explaining rationale
11	Development and execution of system and acceptance test Plans 3.2.15	Plan that includes the processes, tools, tasks and materials to be used for system and acceptance testing of the system
12	Documentation of successful test execution 3.2.15	Documentation of the successful execution of the test plan – includes test scenarios, scripts and test case data
13	User acceptance test certification 3.2.15	Documentation and certification of successful user acceptance testing
14	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

ID	Deliverable (D) and Section Reference	Description
15	Final Project Work Plan 3.3.1	Project plan and supporting narrative identifying the phases and tasks of the project, along with schedules, duration, dependencies and resource assignments. Must also address all required system functions including, but not limited to, data storage, data management, management reporting, assessment creation and management, item banking and management, test authoring, administration, registration, delivery, and scoring
16	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 project, and reporting structure
17	Comprehensive Software System 3.0	Delivery of the final system

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
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 EDT on May 2, 2013**. The outside of the proposal package must be clearly labeled “RFP 2013-03-01 NCSC GSEG Technology System 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**](mailto: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 EDT on May 2, 2013**. 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, 2015. 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.

All questions will be consolidated into a single set of responses and posted on NCSC GSEG's website at <http://www.ncscpartners.org> by 6:00 PM EDT each Friday, provided that the question or questions were received prior to 4:00 EDT on Wednesday of that week. 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

All questions must be received no later than midnight EDT on April 23, 2013. 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 technology Systems development, qualifications, and references	25%
Project work plan and schedule	15%
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 **two** one-year options through 2015. Vendors should price deliverables that span multiple years as outlined in the deliverable table through 2015. The contract will be renewable annually through 2015 provided the work performed during the contract period is acceptable.
- 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 operate and 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.

l. 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. 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 EDT, April 10, 2013**. This form should be signed by an authorized representative of the organization, dated, and returned to the address listed below:

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 on the www.ncscpartners.org website under the procurement tab. Failure to return this form by **3 PM EDT April 10, 2013** 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:

TECHNICAL PROPOSAL	
Tab #	Response Section
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 Vendors 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 projects 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, 3.3 and 3.4, 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:

Tab #	Response Section
1	Total Not To Exceed Price
2	Price by Deliverable – Payment Schedule
3	Other (As Needed)
4	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.

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 3.4 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.).

