



National Center and State Collaborative

National Center and State Collaborative GSEG Project
Item Writing Project
RFP # 2012-08-01

Request for Proposal

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Intent to Bid due:	August 24, 2012
Cut-off Date for Questions:	September 6, 2012
Response due:	September 13, 2012 3:00 PM 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 National Center and State Collaborative (“NCSC”) General Supervision Enhancement Grant (“GSEG”) Project is seeking proposals from qualified Vendors (“Vendors”) to supply professional services to:

- 1) Develop an item writing process that adheres to the current evidence-centered design patterns;*
- 2) Provide items for the given task templates in English Language arts and mathematics;*
- 3) Conduct reviews of the items following NCSC GSEG protocols; and*
- 4) Deliver the required number of items in an acceptable format with the specified technical documentation of the process outcomes.*

The successful Vendor will provide the above mentioned services for both English Language Arts and mathematics, grades 3 through 8 and one high school grade, grade 11. In addition, the successful Vendor will develop and document item writing processes and provide such knowledge transfer to states.

1.2. Project Overview

Section 2 provides background information about the NCSC GSEG project and the item writing request.

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

1.3. Requirements and Scope of Work

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

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

1.4. Administrative Information

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

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

ID	Milestone	Date
1	Publish Request for Proposal	August 9, 2012
2	Intent to Bid Response Due	August 24, 2012
3	Final Deadline for Vendor Questions	September 6, 2012
4	Response to Final Vendor Questions	September 7, 2012
5	Proposals Due 3:00 PM ET	September 13, 2012
6	Notification of Award	October 15, 2012

1.5. Technical and Price Proposals

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

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

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

1.6. Definitions

The following definitions apply to terms used throughout this RFP.

AA-AAS: Alternate Assessment based on Alternate Achievement Standards

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

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

CCSS: Common Core State Standards.

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

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

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

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: Learning Progression Framework. The framework for the content came from a learning progression that was refined by content experts and severe

disabilities experts. The LPF was essential for prioritizing the content to be assessed.

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”

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

PD: Professional Development

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

SEA: State Education Agency

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

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

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

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

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

2. Project Overview

This section provides background information about the NCSC GSEG project and the work of the Assessment Work Group.

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.

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 Common Core State Standards (CCSS).

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

<http://www.ncsepartners.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. NCSC GSEG intends that the majority of contracts for goods and services under the GSEG project (including the contract to be awarded pursuant to this RFP) will be entered into by and between edCount Management on the one hand, and on the other, the goods or services Vendors.

2.1.3. Role of Assessment Work Group

Following the formal grant award, an Assessment Work Group was established. Over the past year, the team has met on multiple occasions to establish the claims for each subject area, prioritize content, discuss guidelines for task development, and draft performance level descriptors (PLDs). To finalize the task

development processes, the Assessment Work Group was joined by all other NCSC GSEG Work Groups (staff and states) to build consensus on design choices and to finalize the Design Patterns and Task Templates and foundational design decisions. The results of the work group discussions are reflected in the information presented in this section.

Using evidence-centered design (ECD) and working with SRI (see 2.1.4 below for a description of SRI's role), the NCSC GSEG staff and states have developed Design Patterns and Task Templates with four sample items—one at each of four levels of complexity -- per task template. These were developed from prioritized progress indicators found along a learning progression and linked to the Common Core State Standards (CCSS) through Core Content Connectors (CCCs). Additional information about CCCs can be found in section 2.2.1 below. There are many CCCs per grade; however, ten (10) per grade level and content area were selected as priorities to be included in the summative assessment. Thus, the design patterns and task templates represent:

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

It should be noted that for this project, ELA includes both reading and writing content areas, and listening and speaking will be allowed for some comprehension and expression tasks. More information is provided in section 3.4.1 of this RFP; however, for planning purposes, assume approximately 7 tasks in reading and 3 tasks in writing, understanding that 1) this is subject to change and 2) it will likely vary from grade to grade.

The Vendor will be required to produce items for four forms per subject and grade area. That is, there will be four sets of four items per task.

The purpose of this procurement is to solicit proposals to NCSC GSEG in writing items for the above mentioned grades and content areas. ***Specifically, the successful Vendor will:***

- ***develop an item writing process based on NCSC ECD approach;***
- ***provide items for the task templates in English language arts and mathematics;***
- ***conduct reviews of the items following NCSC GSEG protocols; and***
- ***provide final, tagged items, to be uploaded into the item bank.***

2.1.4. Role of SRI

SRI is the contractor, engaged by NCSC GSEG through a subaward, working with NCSC GSEG staff and state partners on developing design patterns and task templates using evidence centered design (ECD). At the time of the subaward,

SRI had received a U.S. Department of Education Enhanced Assessment Grant (EAG) to apply ECD in a systematic way to alternate assessments.

SRI's work with the NCSC GSEG project focused solely on providing a model set of task/item types for each construct selected by NCSC GSEG. Examples of the design patterns and task templates for mathematics are included in Appendix 1 of the RFP. In addition, tables showing Design Template and Task Template attributes and an annotated draft task template to show the features of the Task Templates are included in Appendix 1. The entire model set of task/item types will be available to the Successful Vendor.

2.2. Development of Target Content and Guidelines for Item Writing

Core Content Connectors

The Core Content Connectors (CCCs) are the prioritized academic content designed to frame the instruction and assessment of students with significant cognitive disabilities. The CCCs create a connection between the Learning Progressions Framework (LPF) and Common Core State Standards (CCSS) for these students.

The purpose of the CCCs is to identify the most salient core academic content in ELA and mathematics found in both the CCSS and the LPF. The CCCs illustrate the necessary knowledge and skills students with significant cognitive disabilities need to reach the learning targets within the LPF and the CCSS¹. 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.

The CCCs preserve the sequence of learning outlined in the learning progression to the extent possible while deconstructing the progress indicators (which describe concepts and skills along the learning continuum for each grade span in the learning progression) into teachable and assessable segments of content. The connectors and corresponding Curriculum Resource Guides (described later) were developed to help promote how students can engage in the CCSS while following the learning progression. Figure 1 shows a series of CCCs within one big idea across multiple grades.

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

Figure 1. Example of the *Core Content Connectors Across Grades*
Math Strand: Geometry Big Idea: Shapes and figures-their attributes, properties,
and corresponding parts

	Grades K-2	Grades 3-4	Grades 5-6	Grades 7-8	HS
Properties and attributes of shapes and figures and their corresponding parts	K.GM.1a1 Recognize two-dimensional shapes (e.g., circle, square, triangle, rectangle) regardless of orientation of size	3.GM.1h1 Identify shared attributes of shapes	5.GM.1a1 Recognize properties of simple plane figures	7.GM.1e Construct or draw plane figures using properties	H.GM.1e make formal geometric constructions with a variety of tools and methods
	K.GM.1a2 Recognize two-dimensional shapes in environment regardless of orientation of size	4.GM.1h2 Classify two--dimensional shapes based on attributes (# of angles)	5.GM.1b1 Distinguish plane figures by their properties	8.GM.1g1 Recognize congruent and similar figures	H.GM.1b Use definitions to determine congruency and similarity of figures
	K.GM.1a3 Use spatial language (e.g., above, below, etc.) to describe two-dimensional shapes				
	2.GM.1a4 Identify two-dimensional shapes such as rhombus, pentagons, hexagons, octagon, ovals, equilateral, isosceles, and scalene triangles				

The CCCs references the Learning Progressions Frameworks Designed for Use with the Common Core State Standards in Mathematics K-12 (Hess, 2010). The letter/number in each box provides a cross reference to the letter/number in the original learning progressions. So for example H.GM.1b is based on an original progress indicator within the progression which stated: Using congruence and similarity relationships to solve problems, including triangle congruence relationships. The letter/number shows the grade level (in this case high school), the next letters show the content (e.g., geometry), and the rest of the code relates to where the connector falls in the progression. So for example, 3.GM.1h1, the 3 means third grade, the GM means geometry, the 1h relates to the specific progress indicator in the original learning progression, and 1 means that it is the first in a series of connectors. Figure 1 shows how learner understanding builds across years. For example, in the second row, the student recognizes shapes, then compares shapes based on attributes, then distinguishes plane figures by properties, then recognizes congruent/similar figures, and finally by high school can use definitions to determine congruency/similarity of figures. Notice how

these all promote the big idea about shapes-their attributes, properties, and corresponding parts.

Evidence-Centered Design Process

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

SRI has been working working with NCSC GSEG staff and state partners on developing design patterns and task templates. Their content experts determine focal and additional knowledge, skills, and abilities (KSAs) first in the design patterns. The state representatives worked with content experts and severe disabilities experts on the project and in their offices to prioritize content, identify the essential understandings, and determine access needs of the population. The task templates are being finalized by SRI and the NCSC GSEG team. Examples of the design patterns and task templates for mathematics are included in Appendix 1. In addition, tables showing Design Template and Task Template attributes and an annotated draft task template to show the features of the Task Templates are included in Appendix 1 to orient the reader. These are subject to change prior to final version. The item Vendor will work with these templates to create item specifications and then the actual items. The information contained in the task templates represents the NCSC GSEG team's requirements for the items that the Vendor will develop for this project. Therefore, the items created must attend to the features and requirements described in the templates. However, the Vendor may propose an alternate and/or additional document(s) or format based on their ECD experience and expertise to create the final item specifications that will guide item writing. To be clear, any proposed addition or change to the templates might be intended to promote clarity, completeness, or efficiency, but may not alter the content of the current templates.

Design Patterns

A Design Pattern (DP) is a narrative description of the assessment argument structure that helps to guide task development. They are reusable and improve efficiency of task development and can improve content validity. SRI developed Design Patterns for the prioritized CCCs. They detail the knowledge, skills, and abilities a student should demonstrate and the types of observations that should produce the target behavior. They also define variable features that support the integration of UD into the assessment task. See Appendix 1 for examples of a Design Pattern and corresponding Task Template.

Task Templates

A task template 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 the logic and presentation of the tasks. Each task contains a set of four items that vary systematically in complexity—from grade level content to the essential understanding to the focal KSA behind the content standard. We are using scaffolding in the test administrator scripted assessment item directives, with defined scaffolding across the four items. Scaffolding refers to supports that teachers provide to the student in the form of reminders, examples, and models to focus the student on the task and elicit a response but that do not guide the student's response. See Appendix 1 for examples of Task Templates.

Each Task Template is designed to facilitate four (4) levels of items. These items are intended to target a range of academic abilities within the target population. Items must be developed to be accessible to students with varying levels of cognitive functioning and communication capabilities. A resource for guiding the development of a sequence for the items in terms of complexity and depth of knowledge (DOK) is the 6-point (DOK) scale developed by Flowers and colleagues (Flowers, Wakeman, Browder, & Karvonen, 2007). The Level 4 item is the most challenging for a student in terms of complexity, DOK, scope of content covered, and level of scaffolding. The Level 3 and 2 items also assess the selected focal KSA, but are less complex and are designed to address a lower DOK. For example, if Level 4 requires students to construct a response (a higher DOK level), in Levels 3 and 2 students will select the appropriate answer from a set of response options (a lower DOK level). The Level 1 items are the least complex and provide for a concrete or hands-on task that involves the manipulation of objects. When developing Level 1 tasks, the task template developers take into consideration the focal KSA of the CCC at grade level and then consider how the item could be translated to an essential understanding so that students in beginning interaction with the grade-level curriculum will be able to access it.

At this point, we can only share examples for mathematics because the ELA ECD process is still in development. The item writing Vendor is expected to work first with mathematics and then move to ELA as those design patterns and task templates are ready. The whole process will be iterative focusing first on math and then ELA with some overlap.

2.3. Schedule for Major Milestones

ID	Major Milestones For Item Writing Project	Completion Date
1	Notification of Award	October 15, 2012
2	Kickoff meeting	October 24, 2012
3	Submission of math item specifications	November 26, 2013
4	Submission of math items	March 15, 2013
5	Content Review of math items	Completed prior to May 17, 2013
6	Bias/Sensitivity Review of math items	TBD Completed prior to May 17 2013
7	Universal Design Review of math items	Completed prior to May 17, 2013
8	Finalize math items to be uploaded to item bank	July 15, 2013
9	Submission of ELA item specifications	December 21, 2012
10	Submission of ELA items	April 30, 2013
11	Content Review of ELA items	Completed prior to June 14, 2013
12	Bias/Sensitivity Review of ELA items	Completed prior to June 14, 2013
13	Universal Design Review of ELA items	Completed prior to June 14, 2013
14	Finalize ELA items to be uploaded to item bank	August 16, 2013
15	Submit final technical documentation of process and outcomes	October 15, 2013

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 Item Writing Project. The General Topics section describes technical 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.

Required deliverables are identified in this section. If additional deliverables – beyond those explicitly identified in this document - are produced as part of the Vendor's

standard methodology, they should be identified and described in the appropriate section of the technical response.

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

3.1. Project Phases

While the final work plan will be based on the submission from the successful Vendor, the material in this section is based on the assumption that the project will go through five (5) phases iteratively in mathematics and ELA:

- The **writing** phase will focus on the development of items for both ELA and mathematics in grades 3 through 8 and high school, grade 11. The successful Vendor is required to provide four (4) sets of four items per task.
- The focus of the **review** phase will require the items to successfully pass through at least four separate and distinct item reviews. The first is a review by NCSC GSEG leadership, then a content review, followed by a bias/sensitivity review and finally a universal design review. These reviews will be conducted by teacher committees using protocols provided by the NCSC GSEG Assessment Work Group.
- During the **revise** phase the successful Vendor will revise items as needed based on feedback from the item review process.
- Upon completion of the revisions, the successful Vendor will prepare the items for the field test. Thus, this phase will be the **item delivery** phase.
- The final phase will be the **technical documentation** phase. During this phase the successful Vendor will prepare and deliver comprehensive documentation of the process and outcomes. While this is listed as the final phase, a stronger approach would be to provide ongoing documentation of the process.

The completion of all phases moves the system to an operational field test. To be clear, NCSC GSEG seeks a Vendor partner to write items that will ultimately become the NCSC GSEG summative assessment. NCSC GSEG expects the Vendor to identify the most effective and efficient process to accomplish this goal.

3.2. General Requirements

This section addresses the general expectations for item writing project and a description of the information to be provided by the Vendor in its proposal. These specifications should be regarded as final and are presented to give potential Vendors a more complete understanding of the NCSC GSEG Item Writing Project.

3.2.1. Item Writing

It is envisioned that the item types will include, at a minimum, multiple choice, constructed response and performance items as well as all associated scoring rubrics and stimuli. The NCSC GSEG consortium further seeks to explore innovative item types and/or items with non-traditional presentation. See 3.2.4 for more information.

Vendor Response

The Vendor's proposal must include a plan for writing the items as described that is comprehensive in nature.

3.2.2. Item Review

As previously described, there will be multiple item review processes, including content reviews, bias/sensitivity reviews and universal design reviews.

Content Review Committees will review item and specifications. Items will be reviewed for alignment to the content framework, the Focal KSAs, and the quality of the content, and cognitive complexity. In addition to alignment, the committee will be responsible for ensuring the accuracy of content, clarity of phrasing, clarity of directions, and good item writing practice.

Bias/Sensitivity Review Committee will evaluate both the content and the presentation of the items and design patterns, if necessary, in terms of possible bias and sensitivity issues. Reviewers will consider whether all sub-populations of students have a fair opportunity to show what they know and can do. Each item family and design pattern, if necessary, will be reviewed for controversial or inflammatory topics, familiarity of language regardless of SES, cultural background, religion, age, gender or disability. They will also be analyzed for language that might cause an emotional reaction, which could prevent students accurately demonstrating their knowledge and skills.

All participants for the reviews will be teachers from partner states. While the NCSC GSEG will recruit and compensate the teachers, it is the responsibility of the successful Vendor to develop, plan, facilitate, and fund all review meetings to include coordination and funding travel

for reviewers, analyze responses from meetings, provide written documentation of the meetings and outcomes.

Vendor Response

The Vendor's proposal must describe a detailed plan for the item review process. NCSC GSEG staff will take responsibility for overseeing and approving the process, but the Vendor should prepare a detailed review plan, facilitate the meeting, prepare materials, and synthesize the feedback for state review.

3.2.3. Item Revision

The successful Vendor will revise items based on the feedback and subsequent analyses for acceptance by NCSC GSEG. Feedback will come from NCSC GSEG staff, partner states, committee reviews, and pilot studies.

Vendor Response

The Vendor's proposal must provide an overview of how it will revise items following the item review process.

3.2.4. Item Delivery

The Vendor will provide items in a format suitable for both paper-based publication and computer-based presentation. Assume that all items will be delivered via technology and teachers may print out the items or follow guidance to adapt the items for individual, hands-on administration. Moreover, NCSC GSEG requires that the items will be fully APIP compliant (see 3.4.4. for more information). The final format and specifications for delivery will be mutually agreed upon by NCSC GSEG and the Vendor. The items must be delivered such that they can be rendered on a computer in the manner intended in operational presentation. Although the NCSC GSEG technology system remains under development, the successful offeror should provide an interim solution to view and test items in computer presentation during review.

The Vendor will also provide all scoring rubrics for all items. Working with NCSC GSEG, the Vendor should develop a guide that identifies the format and rules for presentation and formatting; once approved, all items will conform to the standards. This guide should address both paper-based and computer-based presentation.

Vendor Response

The Vendor's proposal must describe how it will hand off items for the field test to ensure proper delivery of items through the technology system.

3.2.5. Technical Documentation

The Vendor will document the process for creating item specifications from the ECD Task Templates, including all decisions regarding item formats, allowable changes in item administration, administrator instructions, and scoring rules, determined in collaboration with NCSC GSEG partners.

Vendor Response

The Vendor's proposal must describe a process to provide a thorough technical report to partner states that would serve as a procedural manual to allow the consortium or individual state partners to continue the process of item development after completion of the NCSC GSEG grant.

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 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. Requests for more frequent updates, meetings, and/or project reports must be accommodated by the Vendor upon request.

NCSC GSEG expects the Vendor to interact frequently with project staff and state partners 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.

To minimize cost and reduce risk, NCSC GSEG believes it is important for the successful Vendor to use its own methodology, applying it to the particular needs of NCSC GSEG. The “how” of the project should, therefore, be provided by the Vendor, using a proven methodology, approach and work plan that the Vendor has used successfully in other similar contracts and described in the Vendor response to this RFP.

The Item Writing Project must be implemented following an aggressive schedule, understanding that a field test will be conducted using the items provided by the successful Vendor beginning January 1, 2014. NCSC GSEG may consider alternative proposals (phased, different time frame) if they can be shown to substantially address the objective of full implementation on January 1, 2014. Full implementation refers to the need to draw from the items developed under this project to support census field testing.

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 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 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 is planning to provide a project manager. This individual will be responsible for coordinating necessary resources of NCSC GSEG and its partners, collaboration with the Vendor project managers, and communication with project Stakeholders.

NCSC GSEG has a strong preference for a Vendor with 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 and Technical Lead. Other key staff should be suggested by the Vendor, if appropriate.

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

3.4. Technical Topics

The Vendor is expected to work with the NCSC GSEG team to provide a detailed, affordable, scalable, and sustainable item writing project. The item specifications and process of item writing should continue beyond the length of the NCSC GSEG grant. Within this section, the structure of each topic is the same, describing:

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

3.4.1. Item Writing

NCSC GSEG expects the Vendor to write four (4) sets of four (4) items per task. There are ten (10) tasks with item parameters detailed at each of four (4) complexity (levels) for each of seven (7) grade levels (3–8, 11) and two (2) subject areas (ELA and mathematics). Therefore, a grand total of 2,240 items of acceptable quality will be produced under this contract (see the table below for clarification).

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
Math				
Grade	Number of Tasks	Number of Levels	Number of Items per Level for each Task	Total Math 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

The number of items specified reflects the number of reviewed and fully approved items available in the bank at the completion of this contract.

The Vendor must plan to develop a sufficient quantity of items such that the final totals are no fewer than that which is reflected in the table. For example, the Vendor may wish to create a 20% overage in order to ‘harvest’ the quantities shown above.

There are seven (7) grade levels and two (2) content areas. It is important to note that ELA includes both content areas of reading and writing. While the ratio varies slightly from grade to grade, assume 7 tasks in reading and 3 tasks in writing.

It is envisioned that the item types will include, at a minimum, multiple choice, constructed response and performance tasks and all associated scoring rubrics. The NCSC GSEG consortium further seeks to explore innovative item types and/or items with non-traditional presentation. The successful Vendor must demonstrate an understanding of differing ways that students with significant cognitive disabilities communicate and hence, represent those ways in the items developed. Any costs associated with acquiring such skills shall not be passed on through the Vendor’s proposal.

Items linked to passages must include the passage. If passages require permissions, the Vendor is responsible for obtaining permissions and paying any associated costs for usage through the field testing phase. Moreover, any additional stimuli (e.g. graphs, tables, etc.) that accompany items must be provided and any associated permissions obtained by the Vendor. NCSC GSEG envisions that there will be, at a minimum, two (2) passages per grade level for ELA. Assume approximately 65% of the tasks will be comprised of selected-responses items and the others will include some type of open-ended task.

All items must be delivered via computer to the student or to an examiner who will guide the student through a computer based administration using the technology system that is being designed and built for NCSC GSEG. Some students will experience a computer based assessment while others may take a pencil/paper version of the test or item. It is possible that some students may also require that the items be transformed into concrete objects that can be touched and felt. Item adaptations must be specified to maximize accessibility for all students.

In some instances, the assessment system may utilize new, advanced technologies that have not been widely used. These technologies may include assistive technologies such as the ability to employ animations, simulations, audio, video, access to multiple data sources, etc.

All deliverables must meet professional standards including but not limited to:

Expected Deliverables:

- Item Specifications (D)
- Technical Documentation of Item Writing (D)
- Items (D)

Vendor Response

The technical proposal must demonstrate the Vendor's knowledge, expertise and experience in writing items as described above. Further, the proposal must include how the Vendor intends to have staff and resources sufficient to address all aspects of item development.

3.4.2. Item Review

As previously described, there will be multiple item review processes, including NCSC GSEG staff review, state partner review, and then committee reviews of content, bias/sensitivity, and universal design for learning. The Vendor will make any necessary revisions to items based on NCSC GSEG staff and state partner reviews prior to bringing them to the committee meetings. The Vendor must propose a format for staff and state partner review (e.g. via technology, in person, or combination of both) and will be responsible for all associated expenses.

All participants for the committee reviews will be teachers from partner states. It is the responsibility of the successful Vendor to develop, plan, facilitate, and fund all review meetings (to include coordination and funding of travel expenses for reviewers). The Vendor must also provide training for all reviewers. The Vendor must summarize responses from meetings and provide written documentation of the meetings and outcomes for state and project review.

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

- Separate committees review items for each of ELA and mathematics and committees review items across no more than three adjacent grades in each content area. For example, committees may be formed by grade bands within content area such as elementary (grades 3-5), middle (grades 6-8) and high school (grade 11). However a single committee that reviews items across all grade levels is unacceptable.
- Committee meetings must be held as face-to-face meetings in one of the partner states in the continental United States or in Washington, D.C.

- There must be at least six (6) committee members in each review group. Committees must represent a broad and diverse range of perspectives and expertise. NCSC GSEG leadership must approve the final committee composition.
- Committee meetings must be completed in one day not to exceed eight (8) working hours in length. Therefore, the number of items per committee must be balanced such that each committee can be reasonably expected to complete the review working at a comfortable pace.

Expected Deliverables:

- Item Review Plan (D)
- Documentation of Item Review Process and Outcomes (D)

Vendor Response

The technical proposal must demonstrate the Vendor's knowledge, expertise and experience in the item review process and must describe the approach that will be taken to address the requirements of this topic.

3.4.3. Item Revision

The Vendor will first revise the items based on NCSC GSEG staff and state reviews. Then, further revisions will likely be needed after the teachers have reviewed them. In addition to information gathered through committee reviews, NCSC GSEG staff will also be conducting cognitive labs in classrooms to learn more about how teachers and students interact with items. All of this information will inform the revision of the items. The Vendor will work with the NCSC GSEG team to develop a process for revising items based on information from the item review process. The process should include subsequent review to ensure the item revisions are acceptable.

Expected Deliverables:

- Revised Items (D)
- Documentation of Item Revision Process (D)

Vendor Response

The proposal must describe how the Vendor will revise items in a timely fashion, including a detailed schedule for revision, resubmission, and review.

3.4.4. Item Delivery

As noted in 3.2.4, the Vendor will provide items in a format suitable for both paper-based publication and computer-based presentation. NCSC GSEG requires that items will fully conform to all required elements in the APIP core standards in order to provide for exchange of digital

content and to allow for tagging of accessibility information. The items must be delivered in a format such that they can be transferred to and seamlessly operate within a QTI/ APIP compliant system for authoring, banking, delivery, and integrate with the PNP. The Vendor must describe the process used to determine compliance.

The final format, elements, and specifications for delivery will be mutually agreed upon by NCSC GSEG and the Vendor. However, the Vendor should plan to deliver the content such that it can be rendered digitally in the manner intended for operational presentation. Although the NCSC GSEG technology system remains under development, the successful offeror should provide an interim solution to view and test items via computer presentation during review.

The Vendor will also provide all scoring rubrics for all items. Working with NCSC GSEG, the Vendor should develop a guide that identifies the format and rules for presentation and formatting; once approved, all items will conform to the standards. This guide should address both paper-based and computer-based presentation.

Expected Deliverable:

- Final Delivery of Items (D)

Vendor Response

The Vendor's proposal must describe the approach that will be used to deliver items for the operational field test.

3.4.5. Technical Documentation

NCSC GSEG believes that quality documentation is critical to 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 details of the entire item writing process.

The Vendor will prepare a single technical report that provides detailed information about all phases of item development, revision, and review. The document should address:

- Qualifications and training of item writers
- Detailed description of the item writing process to include measures to ensure fidelity to item specifications
- Detailed description of quality control procedures to ensure items were of high quality, clear, and correct

- Detailed description of how the development process adhered to the ECD framework
- Detailed description of how the development process incorporated Universal Design principles
- Detailed description of how the development process promoted accessibility for learners with significant cognitive disabilities
- Detailed description of the process and results of the content review, bias and sensitivity review, and universal design

Expected Deliverable:

- Operational and Technical Documentation (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.

3.5. 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 cost proposal for this project.

ID	Deliverable (D) and Section Reference	Description
1	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.
2	Final Project Work Plan 3.3.1	Project plan and supporting narrative identifying the phases and tasks of the project, along with schedule, duration, dependencies and resource assignments.
3	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.
4	Item specifications 3.4.1	Delivery of a set of item specifications for every task template, including all decisions regarding item formats, allowable adaptations, administrator instructions, and scoring rules.
5	Technical Documentation of Item Writing 3.4.1	Documentation of the item writing process.
6	Initial Items 3.4.1	Delivery of initial set of items

ID	Deliverable (D) and Section Reference	Description
7	Item Review Plan 3.4.2	A plan for the various reviews of items.
8	Documentation of Item Review Process and Outcomes 3.4.2	Documentation of the item review process and outcomes.
9	Revised Items 3.4.3	Delivery of revised items
10	Documentation of Item Revision Process 3.4.3	Documentation of the item revision process
11	Final Item Delivery 3.4.4	Final delivery of items
12	Operational and Technical Documentation 3.4.5	Overall documentation of the item writing process from start to finish.

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 September 13, 2012**. The outside of the proposal package must be clearly labeled “RFP 2012-08-01 NCSC GSEG Item Writing 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@unm.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 September 13, 2012**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing Vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the evaluation or negotiation process.

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

4.2.3. Proposal Modifications

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

4.2.4. Proposal Costs and Expenses

Neither edCount Management nor NCSC GSEG will pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery,

attendance at Vendors conference, system demonstrations or negotiation process.

4.2.5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 31, 2013. 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 subcontractors 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 12:00 PM EDT each Friday. Vendors' names will be removed from questions in the responses released if that option is chosen when the question is posted. Questions should be submitted with the following information included in the body of the question. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions must be posted no later than midnight EDT on September 6, 2012. Questions received after that time will not be considered.

4.2.14. NCSC GSEG's Right to Reject Proposals

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

4.2.15. NCSC GSEG’s Right to Cancel Solicitation

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

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

4.2.16. NCSC GSEG’s Right to Award Multiple Source Contracting

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

4.2.17. Notification of Withdrawal of Proposal

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

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

4.2.18. Revisions to the RFP

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

4.2.19. Exceptions to the RFP

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

4.2.20. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

4.3. RFP Evaluation Process

An evaluation team composed of representatives of NCSC GSEG will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected. The committee will make a holistic decision based on the proposal deemed most advantageous to NCSC GSEG.

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

4.3.1. Proposal Evaluation Team

The Proposal Evaluation Team (“PET”) shall be comprised of representatives of NCSC GSEG. The PET shall determine which Vendors meet the minimum requirements pursuant to selection criteria

of the RFP and procedures established by the NCSC GSEG team. The PET may negotiate with one or more Vendors during the same period and may, at its discretion, terminate negotiations with any or all Vendors. The PET shall make a recommendation regarding the award to the NCSC GSEG project director or principal investigator, who shall have final authority, subject to the provisions of this RFP, to instruct edCount Management to award a contract to the successful Vendor in the best interests of NCSC GSEG.

4.3.2. Proposal Selection Criteria

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

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

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

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

The PET reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.
- Select more than one Vendor.

a. Criteria Weight

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

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

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

4.3.3. Proposal Clarification

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

4.3.4. References

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

4.3.5. Oral Presentations

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

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

4.4. Contract Terms and Conditions

4.4.1. General Information

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

4.4.2. Collusion or Fraud

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

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

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

4.4.3. Lobbying and Gratuities

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

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

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

4.4.4. General Contract Terms

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

a. Independent Contractors

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

b. Non-Appropriation

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

c. Licenses and Permits

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

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

d. Notice

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

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

e. Indemnification

1) General Indemnification

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

2) Proprietary Rights Indemnification

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

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively “Products”) is or in Vendor’s reasonable

judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

- a) Procure the right for NCSC GSEG to continue using the Product(s);
- b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the NCSC GSEG team agrees to and accepts in writing.

f. Insurance

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

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

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

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

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

g. Performance Requirements

The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Warranty

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

i. Costs and Payment Schedules

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

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

j. Penalties

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

k. Termination for Cause

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

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, August 24, 2012**. This form should be signed by an authorized representative of the organization, dated, and returned to the address listed below:

robin.taylor@zittels.com

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

The "Notice of Intent to Bid" form will be made available to each potential Vendor registered with Robin Taylor. Failure to return this form by **3 PM EDT August 24, 2012** shall be interpreted by the NCSC GSEG team as a presumptive rejection of the RFP, and that the potential Vendor's organization does not desire to bid. Furthermore, failure to return the "Notice of Intent to Bid" form shall mean that the Vendor will no longer be considered as an "Active Bidder".

5.2. Proposal Contents Requirements

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

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Additional pages may be attached and cross-referenced as necessary. Unnecessarily lengthy documents are discouraged. Failure to comply with or complete any portion of this request may result in rejection of a proposal.

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

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

5.2.1. Technical Proposal Vendor Response Section

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

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

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 item writing 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

Vendors and subcontractors shall provide a list of three references where the Vendor implemented a similar Item Writing 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 item writing 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 in Section 6.1.6.

6.3. Price by Deliverable

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

Team Project Manager has approved the associated deliverable(s). edCount Management intends to withhold 10 percent of each payment until the NCSC GSEG team formally accepts the implementation of the application at the end of the post implementation support period.

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

6.4. Attachments and Assumptions

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

Appendix 1

Design Pattern Attributes

Task Template Attributes

ECD Definitions

Annotated Task Template For Orientation to Task Templates Only

Design Pattern Example: Grade 4 Numbers and Operations

Task Template Example: Grade 4 Numbers and Operations

Design Pattern Example: Grade 5 Geometry

Task Template Example: Grade 5 Geometry