



**Solicitation Information
December 13, 2016**

RFP #7551209

TITLE: Assessment Development, Content Management & Technical Services – Partnership for Assessment Readiness for College & Careers (PARCC)

SUBMISSION DEADLINE: February 7, 2017 at 2:00 PM (ET)

PRE-BID/ PROPOSAL CONFERENCE: No

Questions concerning this solicitation must be received by the Division of Purchases at gail.walsh@purchasing.ri.gov no later than Tuesday, December 27, 2016 at 5:00 PM (ET) . Questions should be submitted in a <i>Microsoft Word attachment</i> . Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.
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SURETY REQUIRED: No

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GAIL WALSH
CHIEF BUYER
Division of Purchases
RI Department of Administration

Vendors must register on line at the State Purchasing Website at www.purchasing.ri.gov

NOTE TO VENDORS:

Offers received without the entire completed three-page R.I.V.I.P. Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Request for Proposals (RFP)

Assessment Development, Content Management and Technical Services for the Partnership for Assessment Readiness for College and Careers (PARCC)

The Rhode Island Department of Administration, Division of Purchases, on behalf of the Rhode Island Department of Education (RIDE), through a competitive negotiation is requesting Proposals from qualified vendors to provide Assessment Development, Content Management, and Technical Services, in accordance with the terms of this solicitation and the State of Rhode Island's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases website at www.purchasing.ri.gov.

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

This document constitutes a Request for Proposals for Deliverables and Services from qualified individuals and organizations to furnish those services as described herein to the current Partnership for Assessment of Readiness for College and Careers (PARCC) and eligible entities. This solicitation is being issued by RIDE on behalf of the governing board and would be made available to other states outside the State of Rhode Island to leverage requested services in accordance with the requirements of those individual states. Additional agencies with a potential future interest include, but are not limited to, the Colorado Department of Education (CDE), Illinois State Board of Education (ISBE), Maryland State Department of Education, New Jersey Department of Education, New Mexico Public Education Department (PED), and Office of the State Superintendent of Education – District of Columbia (OSSE-DC). Interested agencies may negotiate with the awarded contractor based on the scope and proposed costs for the Assessment Development, Content Management and Technical Services resulting from this RFP. This RFP will focus on the services required to develop English Language Arts/Literacy and Mathematics summative assessments, curate, house, and manage high-quality content through an Item Bank Managing System; provide technical advisory services to states related to comparability and program oversight; license content to states for secure use in standardized assessments; engage with states in the governance of the program; and provide additional support services needed for the success of the program. The successful bidder (the "Contractor") will enter into separate Memorandum of Understandings or contracts, as applicable, with each eligible state or entity and, as a result, will be responsible for adhering to the purchasing requirements of each respective state

or eligible entity. Appendix C provides information as to where offerors can locate state specific terms and conditions of potentially interested states.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

Potential offerors are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal. Offerors are advised that the [Criteria for Procuring and Evaluating High-Quality Assessments](#) (the Criteria) produced by the Council of Chief State School Officers (CCSSO) will help inform the review of proposals submitted as a response of this RFP. Selection of the Contractor will be made solely on the basis of the most responsive proposal submitted by a qualified respondent that satisfies all services and products described in this RFP. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

Offerors are advised that all deliverables, services, and key personnel assignments, outlined in the awarded offeror's proposal, will be reviewed for final approval by the Rhode Island Department of Education (RIDE), before execution of contract. The Rhode Island Department of Education (RIDE) reserves the right to request changes to the awarded bidder's proposed deliverables, services, and key personnel assignments, before execution of the contract.

All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the Contractor. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and will not be considered. The "Official" time clock is in the reception area of the Division of Purchases.

In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). *This will be a requirement only of the successful bidder(s).*

All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.

Contractors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request once an award has been made.

Also, offerors should be aware of the State's MBE requirements, which addresses the State's goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8670 or Dorinda.keene@doa.ri.gov. Visit the website <http://www.mbe.ri.gov>.

Interested parties are instructed to peruse the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.

Equal Employment Opportunity (RIGL 28-5.1)

§ 28-5.1-1 Declaration of policy. – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via email krystal.waters@doa.ri.gov.

Subcontracts are permitted, provided that their use is clearly indicated in the Contractor's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

RIGL 37-13-3.1 State public works contract apprenticeship requirements. * (a) Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

PARCC Background Overview

The Partnership for Assessment of Readiness for College and Careers (PARCC) is a consortium of states that have worked together to develop a common set of assessments in English Language Arts/Literacy (ELA) and Mathematics in response to the awarding of a Comprehensive Assessment Systems Grant funded in fiscal year 2010 under the auspices of the U.S. Department of Education's 2010 Race to the Top Assessment Program to develop assessment systems that provide valid, reliable, and fair performance results for individuals and groups of students against a common set of college and career readiness standards.

The PARCC consortium (the Partnership states) has worked collaboratively to develop a world-class online assessment system. Parents and teachers are getting detailed breakouts of students' strengths and weaknesses in math and English language arts, providing a picture of college readiness and the path to readiness. The Partnership states aim to build on this solid foundation and successful record to sustain a 21st century, high-quality assessment focused on the skills that matter most for success in college, career, and life.

In November 2015, the Partnership states collectively announced new options for states to access high-quality summative content, starting in the 2016-2017 school year. The release included a tiered system of product offerings that responds to the immediate needs of states as they enter their next procurement cycle. The Partnership states also announced their intent to identify a potential new business model that would allow for all states to continue to create high-quality assessment content collaboratively, while offering greater flexibility and access to that content for any state seeking to strengthen its summative assessment.

PROPOSAL EVALUATION

Submitted offeror proposals will consist of a Technical Proposal and a Cost Proposal. Selected offerors may be requested for an in-person presentation and/or interview.

The Technical Proposal will consist of the following elements and be evaluated with the associated point value:

- Transmittal Letter – Pass/Fail
- Executive Summary/Understanding of Issues – 10 points
- Firm Capabilities & Experience – 15 points
- Plan and Approach – 25 points
- Project Organization and Resumes – 15 points
- References and Other Information – 5 points

The Cost Proposal will comprise 30 points of the total evaluation. To advance to the cost evaluation phase, the technical proposal must receive a minimum of 40 out of a maximum of 70 technical points. All offerors must also submit a Sample Services Agreement, RIVIP Bidder Certification Cover Form and W-9 (taxpayer identification number and certification).

It is the expectation that all responses recognize the existing PARCC specifications and be aligned to the CCSSO criteria. It is the Offeror's responsibility to complete each response section completely and in detail. No assumptions should be made that the State is aware of any Offeror's capabilities, staffing, prior experience, past performance or any other required information. The evaluation will be based on the information submitted with the proposal according to the terms of the RFP.

For more detailed information, please see [Proposal Evaluation](#).

HIGH-LEVEL TIMELINE OF THREE-YEAR ASSESSMENT CYCLE

COMMON DEFINITIONS

<i>Date</i>	<i>DESCRIPTION</i>
SPRING 2017	2017 PARCC ELA/LITERACY AND MATHEMATICS ADMINISTRATION
July 1, 2017	Contractor contract term begins; transfer of inventory from Parcc Inc. to Contractor begins; new content development begins for 2019 field tests
July 2017	Pearson begins transferring content IP in their possession to Contractor, with transfer of all content IP to be completed by end of Pearson contract date.
Fall / Winter 2017	Contractor continues development of new content; creation and scheduling of review committees; conducts reviews
SPRING 2018	2018 PARCC ELA/LITERACY AND MATHEMATICS ADMINISTRATION
Summer 2018	Scoring, reporting of 2018 assessments
June 30, 2018	Pearson PARCC contract ends
Summer / Fall 2018	Contractor builds 2019 operational forms including newly developed field test items; coordinates transfer of forms, partial forms, and items to administration vendors for 2019 administration
Fall / Winter 2018	Contractor develops new content; conducts reviews
SPRING 2019	2019 PARCC ELA/LITERACY AND MATHEMATICS ADMINISTRATION
Summer 2019	Scoring, reporting of 2019 assessments; field-tested content transferred to Contractor for curation
Summer / Fall 2019	Contractor builds 2020 operational forms construction; Contractor coordinates transfers of forms, partial forms, and items to administration Contractors for 2020 administration
Fall / Winter 2019	Contractor develops new content; conducts reviews
SPRING 2020	2020 PARCC ELA/LITERACY AND MATHEMATICS ADMINISTRATION
Summer 2020	Scoring, reporting of 2020 assessments

Administration Vendor: A state-procured vendor, separate from the Contractor, to provide administration, scoring and reporting services to affiliate states. Contract may be procured in combination with other affiliate states or individually. Administration vendor scope of services will vary based on the types of products and services required.

Affiliate: States, the District of Columbia and governmental agencies electing to contract with the Contractor for Tier 1 services as part of the association model.

Assessment Interoperability Framework: Set of specifications for ensuring interoperability of computer-administered items as developed by the Common Education Data Standards (CEDS) project.

CCSSO Criteria (“Criteria”): Set of criteria developed by the Council of Chief State School Officers to inform procurement and evaluation of high-quality assessments, “[Criteria for Procuring and Evaluating High-Quality Assessments.](#)”

Consortium: See “PARCC Consortium” below.

Contractor: The successful bidder who will enter into Memorandum of Understandings or contracts, as applicable, with each eligible state or entity.

IBMS: A system to collect, curate, house, and manage the inventory and security of PARCC summative content, and newly developed summative content in a central Item Bank Management System

IMS: Set of specifications for ensuring interoperability of computer-administered items as developed by the IMS Global Learning Consortium.

Key Personnel: Key staff for this specific initiative identified by the Offeror in their response to the Request for Proposals, employed by both the Contractor and sub-contractors.

License: An agreement between the intellectual property rights owner, “Owner,” and an affiliate/non-affiliate who is authorized to use such rights under specific agreed upon terms.

Non-affiliate: States, the District of Columbia and governmental agencies electing to contract with the Contractor for Tier 2 services.

Offeror: An eligible entity submitting a proposal in response to this Request for Proposals.

Owner: An anticipated third-party entity that will own existing and future created PARCC intellectual property and assets.

Operating Model: A new business model for the PARCC assessment system that the Contractor is expected implement under this contract. Elements of the required operating model are described herein.

Operational Working Group (OWG): Committee of state assessment leads from affiliate

states to ensure participation and engagement of states in the assessment system.

PARCC: Partnership for Assessment Readiness for College and Careers; see “PARCC Consortium” below for more details.

PARCC Consortium: is a collective of states that have worked together to develop a common set of assessments in English Language Arts/Literacy (ELA) and Mathematics in response to the awarding of a Comprehensive Assessment Systems Grant funded in fiscal year 2010 under the auspices of the U.S. Department of Education’s 2010 Race to the Top Assessment Program to develop assessment systems that provide valid, reliable, and fair performance results for individuals and groups of students against a common set of college and career readiness standards.

PARCC content: Content created for the PARCC assessment system, both existing content created under a current contract and future content that will be created under the new contract

PARCC Governing Board: The Governing Board of PARCC established the governance structure for the consortium and it is responsible for the major policy and operational decisions about the design, administration and scoring of the PARCC test. The current Governing Board is made up of state education leaders from the following states: Colorado, Illinois, Maryland, New Jersey, New Mexico, Rhode Island and the District of Columbia.

Participating States: Affiliates and non-affiliates collectively make up the participating states under contract with the Contractor.

TAC: The Technical Advisory Committee (TAC)

Testing Contractor: A state-procured vendor, separate from the Contractor, to provide administration, scoring and reporting services to non-affiliate states, as well as additional services as needed regarding state-specific content development and form construction. Scope of services will vary based on the types of products and services required.

Tier 1: Tier 1 affiliates will have access to the complete summative ELA and Mathematics assessments. Tier 1A affiliates will collectively procure a common administration vendor, whereas Tier 1B affiliates will procure an administration vendor independently or in combination with other affiliate states outside of the common vendor contract.

Tier 2: Tier 2 non-affiliates will have access to a subset of the item bank to supplement their assessment. Tier 2 non-affiliates will separately procure a testing contractor for administration, scoring and reporting needs, as well as any content development or forms construction that may

be required. Tier 2A and Tier 2B non-affiliates will differ on the quantity of content procured through the Contractor.

PURPOSE OF THIS RFP

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Assessment Development, Content Management, and Technical Services for the current Partnership for Assessment of Readiness for College and Careers (PARCC) assessment system, as well as additional deliverables and services as defined herein.

The PARCC Governing Board is seeking to identify a Contractor committed to ensuring the sustainability of the existing assessment system and expanding and enhancing the existing assessment system, ensuring that all states have access to a high-quality English Language Arts (ELA)/Literacy and Mathematics items and customizable summative assessments. The selected Contractor will implement the new business model, as laid out in this RFP, for the next phase of the PARCC assessment system, including the development of and access to items.

The Contractor shall adhere to the following Guiding Principles:

- **Quality:** The Contractor will provide the highest quality items and assessment forms aligned with college and career ready standards and continue to promote enhancements to test development and design, as well as invest in the research and development that supports continued innovation over time;
- **Equity:** The Contractor will provide products and services that support states in their efforts to ensure equity in outcomes for all students to learn and achieve at high levels;
- **Stability:** The Contractor will provide states the ability to access and contribute innovative, high-quality, ELA/Literacy and Mathematics summative assessment items and forms, without requiring states to formally or publicly “affiliate” with the assessment system; Additionally, the Contractor’s leadership will ensure work continues uninterrupted and maintain test quality as states enter and exit the collaboration and state-selected administration vendors change;
- **Sustainability:** The Contractor will have the capacity to support states with content development, while allowing states the flexibility to manage their assessment and engage with the Contractor in a way that best meets their individual state needs and priorities. Additionally, over time the Contractor’s business model will earn income sufficient to support the operating requirements of the organization. In the meantime, the Contractor must have a business model that fully supports its operating requirements;
- **Comparability:** The Contractor will serve as a qualified partner with the ability to provide expertise so that states can make valid comparability claims; and

- **Economies of Scale:** The Contractor will allow states the opportunity to partner to support the development of high-quality, innovative, ELA/Literacy and Mathematics summative items and assessments, and access to technical advisory services. Additionally, the Contractor will provide flexibility for states to procure contracts in partnership for Contractor and administrative vendor services, resulting in a cost structure set up for economies of scale.

The successful offeror, the Contractor, shall articulate throughout its proposal how the guiding principles will be incorporated in their plans to design and implement the new business model.

The Contractor will provide states with the ability to access items to create a customizable, high-quality, standards-aligned assessment that remains cost-effective and flexible enough to respond to varied economic and political realities. Through expanded access to these items, states maintain the opportunity to learn together as a community to improve the assessment content and process.

The Contractor shall develop and maintain an operating model that:

1. creates stability and sustainability for states in the development of high quality assessments, including for the current PARCC assessments
2. expands access to the highest-quality test content to all states, while ensuring that current states' fiscal investments are honored
3. allows states more choices and the ability to customize their test
4. maintains test quality and a range of comparability claims across states
5. allows for and enables state collaboration on assessment development
6. ensures states benefit from economies of scale

The Contractor shall provide products and services which include, but are not limited to, the following:

- A system of technology processes that serve a variety of purposes and functionalities needed to sustain an innovative, high-quality, summative assessment system as described herein;
- A system for the development of high-quality, rigorous, ELA/Literacy and Mathematics summative content aligned to states' college- and career-ready standards, through collaboration with state educators, and state education agencies;
- A system to collect, curate, house, and manage the inventory and security of PARCC summative content, and newly developed summative content in a central Item Bank Management System (IBMS);
- Creation of online and paper ELA/Literacy and Mathematics summative assessment forms, including accommodated forms, and matrices (field test and equating items), partial forms, and content blocks;

- Technical advisory services to states related to the terms and guidelines for tests validity, as well as state comparability and comparisons claims;
- Consistent engagement with states related to test improvement, policy development, content development, and future innovation;
- Services that demonstrates the ability to successfully work and collaborate with multiple testing vendors, and
- A system that will make such content available to states, directly or indirectly through procurement and licensing, for secure use in their state standardized assessments.

The scope of work will consist of six components: Operating Model and Licensing, ELA/Literacy and Mathematics Summative Content Development, Technology Processes and Systems, Inventory Management and Quality Curation, Technical Advisory Services, and State Engagement and Governance. A high level description of each component is provided below.

#	Component	High Level Description of Services
1	Operating Model and Licensing	The Contractor will develop and manage a tiered licensing system to accommodate states affiliated (Tier 1) and not affiliated (Tier 2) with the PARCC content and/or assessment system. The tiered system allows Tier 1 affiliates access to the full set of ELA/Literacy and Mathematics summative assessment forms, technical services through association and procurement, opportunities for state educator engagement, and pricing benefits for state agency participation; Tier 2 non-affiliates to access partial forms or individual items for ELA/Literacy and Mathematics summative assessments, and limited technical services through procurement. The Contractor will serve as the manager of existing and future assets created under the contract.
2	ELA/Literacy and Mathematics Summative Content Development	The Contractor will provide an Item Development system to develop high-quality ELA/Literacy and Mathematics summative assessments with a focus on high-quality, innovative, technology-enhanced items, that accurately measure college and career standards, to be used for high stakes accountability in compliance with state and federal law. The Contractor will be responsible for content development, and is expected to collaborate with affiliate states on item development. The Contractor will analyze the existing Item Bank inventory, identify ELA/Literacy and Math content needs for Tier 1 affiliates based on the current PARCC test design, and develop high-quality, innovative items and tasks that adhere to PARCC specifications, (Assessments - parcc) and the criteria from CCSSO's Criteria for Procuring and Evaluating High-Quality Assessments (the Criteria). The Contractor will create a sustainable content development plan, including a development overage strategy, allowing for attrition; curate assessment items and tasks, develop and implement a quality

		control system, ensuring all content adheres to current PARCC item specifications, including metadata requirements; conduct bias and sensitivity reviews of content, conduct content expert reviews, conduct in-house and third-party editorial reviews of all items and associated materials; construct full set of online and paper assessment forms (including embedded matrix for field-test items, and equating items), accommodated forms, and breach forms for Tier 1 states, and construct partial forms consisting of blocks of items for Tier 2 states; conduct in-house forms reviews (content compatibility and editorial), and state-engagement forms review opportunities; conduct in-house and third-party proofing reviews on all forms, and partial forms; ensure smooth transfer of all forms, partial forms, and associated materials, to administering vendor(s).
3	Technology Processes and Systems	The Contractor will develop a system of technology processes that serve a variety of purposes and functionalities needed to sustain an innovative, high-quality, summative assessment system as described herein. The Contractor’s technology system must, at minimum, include an Item Development system for items and forms development, internal and external reviews, and quality control processes; ability to publicly post released items and associated materials, including interactive practice tests and training materials; an Item Bank Management System (IBMS) that allows the Contractor to collect, house, and manage the inventory and security of PARCC summative content, and newly developed summative content. The IBMS will function as a repository for PARCC items and associated materials, Contractor-developed content, and state-developed content. The IBMS will have the capacity to store and manage the existing PARCC content inventory, and intake of newly developed content; track content usage, copyright agreements, and item history; and allow affiliated and non-affiliated states secure access to content.
4	Inventory Management and Quality Curation	The Contractor will manage the inventory of all PARCC summative content, as well as newly developed summative content. All content developed will be quality curated by the Contractor prior to inclusion in the item bank, especially state-developed content to ensure it meets quality standards. Curation includes, but not limited to the following: ensure all content and associated materials meet the high standards of quality and accuracy set forth by PARCC Item Specifications and related documents, and as outlined in CCSSO’s <i>Criteria for Procuring and Evaluating High-Quality Assessments</i> ; follow best practice processes and procedures for content development, including authentic texts selection, graphics creation, item writing, item

		reviews including state educator engagement; obtaining and managing permissions for all copyrighted materials, programming, quality control, and editing; and ensure that all items and associated content adhere to IMS Global Standards.
5	Technical Advisory Services	The Contractor will provide expertise and technical support to meet overall assessment goals for states at each level of the tiered licensing system, including test validity and comparability claims; ensure technical quality for all aspects of the assessment development process, as outlined in the CCSSO's <i>Criteria for Procuring and Evaluating High-Quality Assessments</i> ; and coordinate facilitation of Technical Advisory Committee (TAC) meetings; and provide continued best practice technical advisory and research services.
6	State Engagement and Governance	The Contractor will establish a Board of Directors or specific governing body for this initiative with representation nominated by affiliate states; recruit and manage relationships with potential states; create clearly defined and streamlined processes for affiliate state input (including, but not limited to, state education leaders, state assessment leaders and educators); coordinate recommendations between affiliate states and Board of Directors; act as final decision maker ensuring the ongoing, strategic direction of the assessment system.

Detailed Scope of Work

Component 1 - Operating Model and Ownership

Operating Model

The operating model will consist of a tiered system offering multiple pathways for states and eligible entities to engage with the Contractor. Eligible entities of the business model are limited to states, the District of Columbia and governmental agencies. States’ engagement with the Contractor and their state-procured administration vendors or testing contractors will vary based on the types of products and services they procure. The operating model allows states to access high-quality ELA/Literacy and Mathematics summative assessment content, while offering states the flexibility to, collectively or independently, procure Contractors for administration, scoring, and reporting.

Elements of the Tiered Model

	Tier 1A	Tier 1B
Complete Test Form	<ul style="list-style-type: none"> • Access to complete summative ELA and Mathematics assessments, paper or online, for grades 3-8 and high school, accessible to all students • Option to adjust full-form assessment (within specified constraints) in order to create a state-specific summative assessment, such as the addition of supplementary questions or state-specific formatting • Details related to test design, administration, delivery, scoring, reporting and other related items designed collaboratively • States can make content comparability claims (<i>Note: Tier 1B states may be able to make additional comparability claims depending on evidence of level of consistency in administration, scoring and reporting</i>) 	<ul style="list-style-type: none"> • Autonomy to procure vendor for test administration, scoring, reporting and other related services
Item Bank	<ul style="list-style-type: none"> • Access to an item bank of operational ready, technology-enhanced, common core aligned multiple choice, short answer, constructed response, and extended response questions • Ability to purchase partial forms on an individual item basis, or as coherent blocks of test content that address specific reporting categories, clusters of standards, etc. • Ability to make state comparison claims based on the degree to which coherent sets of content are used and the extent to which states adhere to test administration, and scoring criteria 	<ul style="list-style-type: none"> • Not designed for comparison claims to be made

The Contractor will provide content development, curation, item bank and inventory management, forms construction, psychometric and technical advisory service, and state engagement and policy development. Separately, the procured administration Contractor will administer the assessment and provide scoring and reporting duties, as well as psychometric activities for both the operational assessment and field test items.

The Contractor shall employ personnel with expertise in the following activity areas:

- *Content Development*: large-scale summative assessment design, planning, and end-to-end assessment development, quality management, technology systems design and operations, project management, document management, editorial and publications, obtaining and managing copyright permissions, any other related areas of expertise needed for summative assessment development, including mathematics and ELA content expertise and special populations expertise
- *Technical and Psychometric Assessment Advisory*: test design and construction, equating methodology, test validity, comparability; research
- *External Engagement*: advisory group outreach and management, member outreach and management
- *Business Operations and Licensing*: senior leadership and back office support, management of assets and intellectual property, development and maintenance of licensing model

Tier 1

The Contractor will implement an “association” model where states can visibly declare affiliation with a high-quality summative assessment content developer, curator and item banking system, and technical advisory services. Such states will be referred to as Tier 1 states, or “affiliates”. Eligible “affiliates” of the business model are limited to states, the District of Columbia and governmental agencies. Additional affiliate types, such as school districts and non-public schools, may be considered over time as the “association” model and the Contractor remain flexible.

The association model provides a formal structure for states to directly engage with the Contractor and business model beyond licensing content. Affiliate states shall:

- Dedicate state resources (staff or financial) to develop and/or review test items in collaboration with the Contractor
- Work collaboratively with other states and the Contractor to inform decisions around test design and administration
- Have access to high-quality summative content, and receive access to the full-form assessment and technical advisory services through payment of association fee, and resulting affiliate status
- Have the opportunity to procure administration vendors individually (Tier 1B) or collectively (Tier 1A);
- Individually own all content created and paid for independently by the affiliate and licensed to the Contractor following a curation process

Tier 1 affiliates will pay a contracted fee to the Contractor for the development of summative content and/or services related to the support of a multi-state summative assessment effort,

including managing collaboration on summative policy, design and development, and technical best practices, and managing curation and housing of high-quality summative content. The pricing structure will incent Tier 1 participation, for their commitment to the assessment system and increased comparability, by providing a pricing consideration for licensing a full-form assessment rather than procurement of individual or coherent blocks of items.

Tier 2

Tier 2 states, or non-affiliates, will have access to selected summative content and technical services through a procurement process. Tier 2 non-affiliates may choose from several potential payment and procurement options to reliably secure a contract with the Contractor:

- *Direct Pay:* Tier 2 non-affiliates may pay fees directly to the Contractor or procure through an RFP process, depending on state procurement laws.
- *Contractor Pass Through:* Tier 2 non-affiliates may, alternatively, procure a test administration Contractor and “pass through” fees to the Contractor for summative content and/or services related to the coordination and support of a multi-state summative assessment effort.

Ownership and Licensure

All PARCC intellectual property and assets are owned per the direction of the PARCC Governing Board and may be reassigned at any time per a majority vote of the Governing Board per the established divestiture conditions. These assets include, all test-related content, test items and other test content such as test booklets, test forms, answer documents, scoring guides (student response are owned by the individual states), scoring keys and materials, training materials, technical manuals, tutorial content, score interpretation guide content, draft and final study reports, and any and all intellectual property rights including, but not limited to, copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to the design and implementation of the assessment system (the “PARCC IP”).

Offerors are advised to develop proposals with the assumption that ownership of all existing PARCC IP and all intellectual property and assets created or conceived pursuant to, or as a result of, performance of this contract, will be work made for hire and owned by a third-party “Owner”.

If at some point, a current PARCC state is no longer under an active contract, the individual state may continue to license content consistent with the guidance from the USED for federally funded content, or content developed utilizing funds contributed to the Contractor through the fee structure. In this case, license fees would be structured as follows:

- a. A perpetual no cost license to view and examine, but not copy, applicable materials electronically; and
- b. A perpetual royalty-free basis license for applicable materials that were fully funded through the Race to the Top Assessment Grant; and
- c. For materials that were not fully funded by Race to the Top Assessment Grant, fees will be based on operational costs to maintain, manage, protect and replenish the summative content developed during the state's term of participation and will not be profit generating.

Management of PARCC IP

Contractor will handle the day-to-day management of the PARCC IP as described below.

Registration and Enforcement of IP Rights. The Contractor will work with legal counsel selected by Owner to file all appropriate registrations in the name of Owner, and work with the legal counsel (and subject to the oversight of Owner) in pursuing alleged infringers.

Licensing of the PARCC IP. The Governing Board and Owner will develop form license agreements for users of the PARCC IP. Contractor will use these form agreements to license the PARCC IP. All licenses must be approved and executed by Owner.

Marketing. The Contractor may also be called upon to represent PARCC IP resources to the marketplace of non-participating states and other educational entities, including but not limited to building a team to promote, market, sell, and fully address likely IP customer needs for non-participating states licensees (negotiation with licensors, receipt of licensing revenues, file of signed license agreements, detailed inventory of which forms and items are licensed, calendaring system for renewal, accounting system for billing and collecting of fees, & special Terms and Conditions). Direct expenses incurred by the Contractor will be paid for from revenues generated by that intellectual property through licensing or other arrangements, if available, and in consultation between Contractor and Owner and affirmed through contract amendments.

Management. The Contractor will provide a proposed annual item release policy (determination process of inventory scheduled for public releases, distribution and publication of released items). The Contractor will seek copyright of testing materials, and periodically review the use of licensed trademarks and copyrighted items, including scanning for infringement and initiating infringement actions where needed.

Developed Works by Contractor. Any PARCC-related intellectual property developed by the Contractor during the term of its contract will be assigned to Owner.

Developed Works by Licensees. The form license agreements will contain provisions for assignment back to Owner of certain PARCC-related IP developed by the licensee.

State-Retained Rights. Each individual state contracting with the tiered licensing system will own all of its specific data, student responses, student response data, score files, and student, school, district and state reports, including the specified data for field tested and released items.

Financial Matters. Licensing of the PARCC IP to Tier 2 states is not to be used to generate profit to Contractor. Profit generated from Tier 2 licenses shall be reinvested to maintain the health and sustainability of the assessment program and utilized as directed by the Owner, in consultation with the Owner's advisory board of affiliate chiefs.

State-Developed Contributed Content:

All states (both affiliates and non-affiliates) may develop content independently, and/or with the use of a procured Contractor at the expense of the state. States will maintain exclusive ownership of state-developed content. States may contribute state-developed content to the Contractor for possible use on summative assessments through licensing. In return for content contribution, states can receive a discount on the fee paid to the Contractor. If the state-developed content adheres to PARCC's high-quality item development specifications, and is approved by the Contractor for acceptance into the item bank, and selected for use on summative assessments, the content will be processed through the Contractor's usage, reuse, and public release cycle. All state-developed content approved for the item bank, will be returned to the originating state at the end of the contract term.

Profit from Tier 2 Licensing Agreements

Licensing profit from Tier 2 contracts ("licensing profit") shall be reinvested in the assessment system as directed by the Contractor's Board of Directors, in consultation with the advisory committee of affiliate chiefs, and in a manner that maintains the health and sustainability of the assessment system. Specifically, licensing profit must first cover the expenses of a third-party owner of intellectual property, if one exists, before being allocated to other items.

Offerors may propose a profit sharing arrangement in their RFP response with at least 80% of the profit reinvested in the assessment system. Any proposals indicating less than 100% reinvestment of profit must calculate the projected profit accordingly into their pricing proposal.

Role Differentiation between the Contractor, Owner and Administration Vendors

Responsibilities of the Contractor

- Develop and manage a tiered licensing system providing access to ELA/Literacy and Mathematics summative assessment items and forms, technical services through association and procurement.
- Develop high-quality ELA/Literacy and Mathematics summative content with a focus on high-quality, innovative, technology-enhanced items that accurately measure college and career standards, ensuring collaboration with affiliate representatives and state educators.
- Provide technology processes and systems that serve a variety of purposes and functionalities needed to sustain an innovative, high-quality, summative assessment system as described herein.
- Manage inventory and quality curation of all items through an Item Banking Management System (IBMS); pre-determine operational items eligible for public release
- Develop operational forms for each assessment cycle and provide forms to the appropriate administration vendors, including items for field-testing to the Tier 1A administration vendor
- Aggregated across the Tier 1A states, receive scored field-test items and associated data from the Tier 1A administration vendor
- Manage and support the daily operations and protection of the intellectual property and assets, including potential infringement cases, working with legal counsel for Owner; provide the necessary infrastructure to physically house applicable assets
- Provide technical support & psychometric expertise for test validity and comparability; develop and communicate best practices and minimum requirements to affiliate states regarding all aspects of assessment development, administration, scoring and reporting
- Develop policies and operational procedures with continued guidance of affiliates; including test security and item release policies, as well as required administration procedures
- Provide governance, state engagement and state outreach for the tiered licensing system, including responses to requests for proposals or interest from other potential offerors interested in utilizing PARCC content in their responses.
- Transfer all intellectual property to a new Contractor, if selected, as directed by Owner at the end of the contract term, and to individual states as licensed state-developed content terms expire.

Responsibilities of the IP Holding Company, Owner

- Own all existing and newly created assets and maintain appropriate paperwork and legal filings for assets under its ownership
- Establish licensing requirements; execute and renew licensing agreements as needed
- Ensure intellectual property infringement cases are handled appropriately by the Contractor
- Monitor the daily operations and implementation of the intellectual property by the Contractor
- Engage with affiliate state education leadership to ensure educator perspectives are included in all major intellectual property decisions

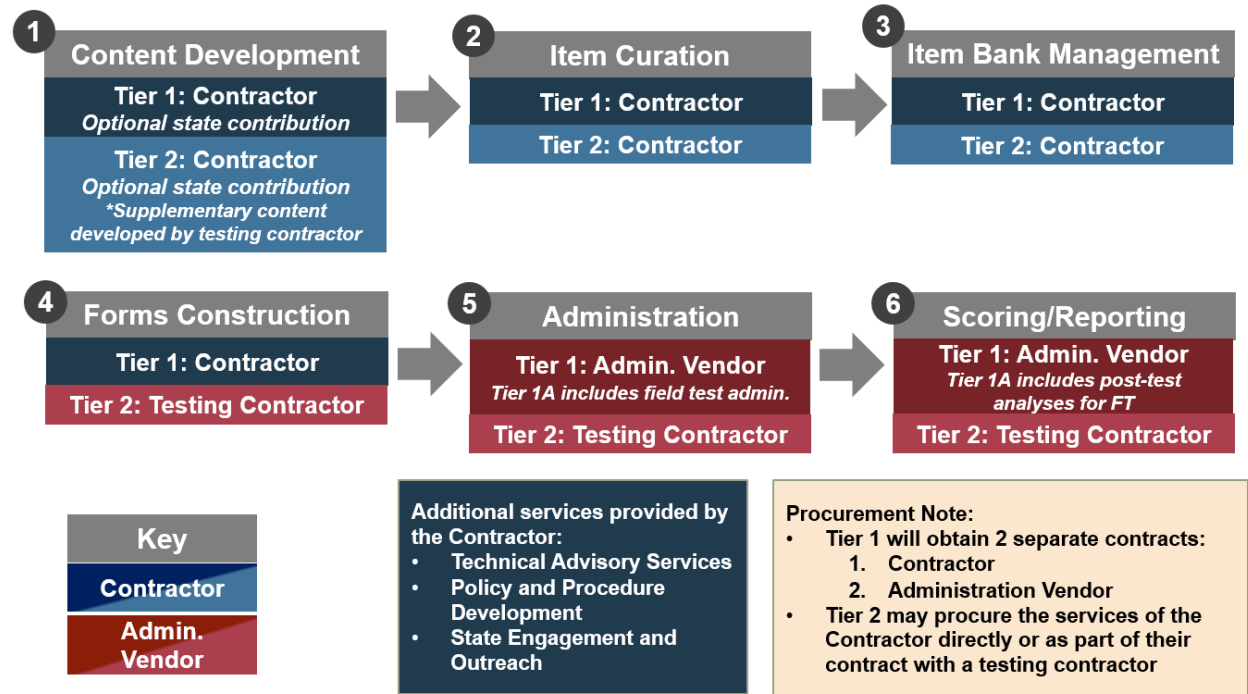
Responsibilities of the Tier 1 Administration, Scoring, & Reporting Vendors	
Services and deliverables for all Tier 1 administration vendors	<ul style="list-style-type: none"> ○ Receive ELA/Literacy and Mathematics summative assessment forms developed by the Contractor in collaboration with state educators ○ Produce administration materials and provide technical guidance for the test administration system ○ Administer, score and report operational assessments <ul style="list-style-type: none"> ○ Required administration procedures will be developed by the Contractor ○ Levels of comparability will directly correlate with adherence to, or variance from, implementation of the quality testing standards developed by the Contractor ○ Provide customer service for the test administration system ○ Receive technical support & psychometric expertise and guidance from the Contractor, or its designee ○ Create report shells and file layouts. Provide system for data corrections and validations. ○ Provide a sandbox environment. ○ Report student-level, school, district and state results in coordination with each affiliate state, aligning reporting requirements with those determined by the Contractor ○ Manage public release of pre-determined (by Contractor) operational items in coordination with each affiliate state
Additional services and deliverables to be provided by Tier 1A Vendor (common vendor)	<ul style="list-style-type: none"> ○ Administer and score field-tests; conduct data review of field-tested items; transfer field-tested items with associated data to the Contractor's Item Bank Management System ○ Aggregate summary level results for Tier 1A affiliates

Responsibilities of Tier 2 (Non-Affiliates States) Testing Contractors	
<ul style="list-style-type: none"> ○ Receive partial forms, or individual items, from the Contractor to support individual state assessments ○ Develop additional summative assessment content to meet the needs of the Tier 2 states ○ Adhere to the Contractor's test security & item release policies for all content procured from the Contractor ○ Procure technical services and psychometric expertise from the Contractor 	

All states will adhere to the test security procedures and protocols, and item release policies set forth by the Contractor. A minimum of a full blueprint of each test (each of ELA and Mathematics at a grade level and/or course-based test) is expected to be released every two years with at least half being released one year and the remaining in the subsequent year, and repeated each year thereafter. Released items must represent items that appeared on general and accommodated forms.

The following visual illustrates the elements of the operating model and their relation to each tier in more detail and further component sections of this RFP elaborate on sections of the model.

Visual: Overview of the Assessment Cycle



Capacity and Personnel

Organizational charts, identifying Key Personnel, including subcontractors where applicable, must be submitted by each Offeror in the “Project Organization and Resumes” section of the Technical Proposal. The charts shall clearly indicate lines of authority and communication within and among the Offeror’s departments and subcontractors, where appropriate. All key staff for this RFP must be identified with an asterisk (*). For the purposes of this effort, the Project Manager is “key staff.”

If the Offeror chooses to use one or more subcontractors, a staffing organization chart must be submitted for each that also provides a staffing plan and percent effort for each proposed staff member needed to fulfill the assigned subcontractor tasks and activities that have also been identified in the technical proposal. All key staff for subcontractors must also be identified with an asterisk (*). The lines of authority and reporting relationship between the subcontractor and the Offeror must be identified.

The executive team member directly in charge of overseeing this project shall be identified. This executive team member shall be available both during and outside of normal business hours to assist with any urgent situations. Contact information for this individual shall be provided at the time of contract award. Changes to the assigned executive team member, except for those resulting

from separation of services, require prior written consent by RIDE. The replacement shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously shall be approved by RIDE.

Qualifications of key executive personnel must be presented. A supporting resume outlining education/training, employment history, and experience in conducting work similar to what is expected under this RFP shall be included.

Throughout this document, the term “Offeror(s)” and “Contractor(s)” are also assumed to include subcontractors where appropriate and applicable. If the Offeror proposes to subcontract any part of the work, the Offeror’s response must refer to the subcontractors where appropriate. Within the relevant requirements and specifications, a description of each proposed subcontractor’s role in the project, qualifications to perform that role, management structure, key staff assignments and qualifications of assigned staff shall be included.

If the Successful Offeror has discovered fault with a subcontractor named in this RFP, the Successful Offeror has the obligation to inform RIDE immediately and the appropriate steps must be taken by either the subcontractor or the Successful Offeror to correct the problem prior to that problem resulting in substandard performance or non-compliance. The Successful Offeror shall remain responsible for the performance of its subcontractors.

<p>RESPONSES REQUESTED – to be evaluated as part of “Plan and Approach” unless otherwise noted</p> <p>Component 1 – Operating Model and Licensing</p> <p><i>Please provide a detailed description and proposed timeline (where applicable) for each of the following in your response.</i></p>	
1.1	<p>A plan for developing and maintaining a licensing system that allows Tier 1 affiliates access to full sets of ELA/Literacy and Mathematics summative forms, and technical services, through procurement and membership association, opportunities for state educator engagement, and pricing benefits for previously developed content and state-developed content; and Tier 2 non-affiliates to access selected summative content and technical services through a procurement process. Please specifically describe how pricing structures are preferential for Tier 1 affiliates and how a pricing discount structure will be offered for state-developed and contributed content and how that will impact the overall anticipated cost.</p>
1.2	<p>Internal capacity (or subcontracted capacity) for legal and financial expertise necessary to guide the development of the complex set of business rules required to implement the tiered licensing model.</p> <p><i>(to be evaluated as part of “Project Organization and Resumes”)</i></p>

1.3	A plan for developing business rules that would govern the release of items for Tier 1 and Tier 2 states, and how the business rules will be implemented.
1.4	A plan for identifying items for release in advance of transfer of forms, partial forms, individual items for use in assessment administrations.
1.5	A plan to govern the security of items contributed and developed, and the implementation and monitoring steps associated. The plan should include legal recourse in the case of item security release or defection and detailed processes to govern item release.
1.6	A proposal documenting the portion of licensing profit from Tier 2 contracts that will be reinvested in the assessment system.
1.7	Any potential conflicts of interest that may result if your organization was contracted to offer the services and products outlined in the RFP, and what remedies your organization would enlist to ensure elimination of all potential conflict of interest issues.
1.8	Any additional information that will further illustrate understanding of the operating model and ownership services and /or products.

Component 2 – English Language Arts/Literacy and Mathematics Summative Content Development

The Contractor will be responsible for content development for ELA/ Literacy and Mathematics summative assessment content, to be used for accountability in compliance with state and federal law. The Contractor is expected to collaborate with affiliate states on item development. The Contractor will analyze the existing Item Bank inventory, identify ELA/Literacy and Math content needs, and develop high-quality, innovative items and tasks that adhere to PARCC specifications, ([Assessments - parcc](#)) and the criteria from CCSSO's [Criteria for Procuring and Evaluating High-Quality Assessments](#) (the Criteria).

These criteria serve as high-level guidance for item development and test form design.

- For the reading test in grades 3-8, students will earn the majority of reading score points by responding to items that require them to provide textual evidence in support of a response. All reading items will be text-dependent and require close analysis of authentic passages that include non-fiction and literature from the disciplines of English language arts, science, history/social studies, and technical subjects. Items should focus on the central ideas and important details of the text, rather than on peripheral concepts. All reading passages would be of high quality and appropriate complexity as determined by both quantitative and qualitative analyses.
- All writing tasks will be based on a response to at least one text; some prompts should include multiple texts and require students to demonstrate their ability to cite evidence. In addition, writing tasks will reflect different types of writing, as reflected in the standards, including persuasive/argument, expository and narrative writing. The balance will shift more towards exposition and argument for later grades.
- Items assessing research and inquiry will mirror real-world activities and require students to write by analyzing, synthesizing, organizing, and using information from multiple sources.
- Math assessments should focus on the content most needed in each grade or course to keep students on track to college- and career-readiness.
- Math items will reflect the expectations of rigor detailed in the content standards. Some items in every grade level should require students to model and make mathematical arguments.
- Math items will meaningfully connect mathematical practices and processes with mathematical content (especially with the most important mathematical content at each grade), as required by the standards.

Using PARCC specification documents, and the Criteria as guidelines, the Contractor will:

- develop an assessment development plan that includes (a) methods that will be used to judge content validity and technical quality of test items and test forms, (b) procedures that will be used to develop test items across a wide range of difficulty levels, (c) criteria

that will be used to judge quality of stimuli (e.g. passages for Literacy and graphics for math) and item quality, (d) methodologies to be used to determine alignment between test items/test forms and requirements in the Criteria, and (e) procedures to be used to train content staff and other specialists who will be involved in the development of items and test forms.

- develop test items and test forms that make use of universal design; are free of construct-irrelevant features; are not biased for or against any subgroup; meet accessibility guidelines; and allow for appropriate accommodations.
- conduct content, and bias and sensitivity reviews of all content, with state educator and State Education Agency (SEA) engagement opportunities; ensure that items are carefully written, edited, and proofread before being submitted to the committees for review; conduct content expert reviews, conduct in-house and third-party editorial reviews of all items and associated materials;
- construct full set of assessment forms (including embedded matrix for field-test items, and equating items), accommodated forms, and breach forms; conduct in-house forms reviews (content compatibility and editorial), and state-engagement forms review opportunities; in-house and third-party proofing reviews; ensure smooth transfer of all forms, partial forms, and / or items, with relevant psychometric information (i.e., TCC, diffs, answer documents, key alignment, prior parameter estimates for equating) and associated materials, to administering vendors.

For the purposes of this Request for Proposal, the Contractor is expected to develop a minimum of three blueprints worth of items each year. Specifics on content development will be determined during final contract negotiations pursuant to the needs of participating states.

RESPONSES REQUESTED -- to be evaluated as part of “Plan and Approach” unless otherwise noted Component 2 - ELA/Literacy and Mathematics Summative Content Development <i>Please provide a detailed description and proposed timeline (where applicable) for each of the following in your response.</i>	
2.1	A content development plan that <ul style="list-style-type: none"> ✓ addresses inventory needs for PARCC ELA/Literacy and Math summative assessments content, including Spring and Fall administrations for high school ✓ ensures sustainable content development for summative assessments, practice tests, and assessment training materials; including a development overage plan that allows for attrition of content, ✓ maintains sufficient inventory to adhere minimally to the current PARCC Item Release policy, PARCC re-use policies, year-to-year/ form-to-form equating methods, and sustainable licensee inventory availability.
2.2	The processes that will be used to develop high-quality, innovative ELA/Literacy and

	<p>Math summative items and tasks that adhere to PARCC item specifications, and the Criteria, including, but not limited to, details of how the following procedures will be incorporated into the development of high-quality content.</p> <ul style="list-style-type: none"> ✓ End to end processes from determination of item writing assignments to programming to reviews to final editing ✓ Content, and bias and sensitivity reviews with state educator and State Education Agency (SEA) engagement opportunities ✓ Content and special populations expert reviews for all content ✓ Quality control system for all stages of development, and forms construction ✓ In-house and third-party editorial reviews on items, and forms ✓ Examples of high-quality, innovative ELA/Literacy and Math summative items and tasks, including relevant materials
2.3	The process that will be used to ensure all appropriate accommodations and accessibility features for summative assessments will be applied to items, and the quality control review process that will be implemented to ensure accommodated items adhere to PARCC accommodations policies and functions, and those set forth in the Criteria.
2.4	The process for selecting high-quality, authentic, passages (non-fiction and literature), multi-media, illustrations, and graphics; the process for seeking and obtaining copyright permissions for such texts for use of online and paper assessments, and public release.
2.5	The processes, procedures, and timelines, for selecting operational items, passage items sets, and stimuli materials.
2.6	<p>The plan for ensuring interoperability of computer-administered items consistent in all ways with the specifications laid out in the Assessment Interoperability Framework (2012) developed by the Common Education Data Standards (CEDS) project, so that tests and items accessed, and or owned, by the state can be easily ported from one technology platform to another. And the process that will be used to ensure all online-administered content adheres to IMS Global Standards, and forms are formatted to be device agnostic. See links below.</p> <p>Public PARCC landing page: http://www.imsglobal.org/ims-parcc-apip-profile Basic validator: http://validator.imsglobal.org/parcc/</p> <p>IMS Global Members Conformance Certification instructions: https://www.imsglobal.org/ims-parcc-apip-conformance-certification Conformance Test Set: https://www.imsglobal.org/parcc-apip-profile-v10-conformance-test-files-set-summary</p>

	<p>Full validator: http://membervalidator.imsglobal.org/parcc Certifications: imscert.org</p>
2.7	<p>Processes, procedures, and timelines for the following.</p> <ul style="list-style-type: none"> ✓ Receiving of field-tested items and all field-tests generated data, from affiliate administration vendors, quality control of transfer and categorization (i.e., operational ready, revise and re-field test, reject) of such materials, in order to construct operational forms ✓ Production and generation of multiple tests forms, including spring and fall administrations for high school, with associated psychometric information ✓ Coordinating the transfer of forms, partial forms, and items, associated psychometric information, and all associated test materials, including copyright permissions, and item metadata, to administration, scoring, and reporting vendors.
2.8	<p>The personnel structure that will be designated within existing resources to support development of large-scale, high-stakes, summative assessment content, including how personnel will be allocated among Tier 1 and Tier 2 work. <i>(to be evaluated as part of “Project Organization and Resumes”)</i></p>
2.9	<p>Any additional information that will further illustrate understanding of content development services and / or products; the PARCC specifications, and the Criteria.</p>

Component 3 - Technology Processes and Systems

The Contractor will develop a system of technology processes that serve a variety of purposes and functionalities needed to sustain an innovative, high-quality, summative assessment and content development system. The system must have functionalities that includes, but not limited to, the capability to store, transfer, and receive, large data fields, in a timely and efficient way, in order to meet states’ assessment and reporting schedules.

The Contractor’s technology system must include an Item Bank Management System (IBMS) that includes, but is not limited to, the following functionalities. The IBMS must allow the Contractor to collect, house, and manage the inventory and security of PARCC summative content, and newly developed summative content; function as a repository for PARCC items and associated materials, Contractor-developed content, and state-developed content; have the capacity to store and manage the vast quantities of content inventory, and intake of newly developed content; track content usage across various programs, with parameters associated with those programs, and item history; and allow licensed members secure and user-friendly access to, and interaction with, content for content, bias, and editorial reviews.

The IBMS and associated technology systems must be able to accommodate the transfer of items, scorer training materials, metadata, psychometric data, and ancillary materials to various administrative vendors, or testing contractors or states as identified by states. The Contractor is responsible for hosting and maintenance of associated processes and systems, as well as ongoing enhancements.

The Contractor will manage the transfer of content to state-selected administrative vendors, including items, content packages, classical and IRT statistics, scoring and ancillary materials, including translations as needed. The Contractor will respond to related technical questions from both administrative vendors as states.

Offerors should note that a presentation of the proposed IBMS, if a functional system, may be requested as part of the Request for Proposals and presentation process.

RESPONSES REQUESTED – to be evaluated as part of “Plan and Approach” unless otherwise noted	
Component 3 – Technology Processes and Systems	
<i>Please provide a detailed description and proposed timeline (where applicable) for each of the following in your response.</i>	
3.1	The technology processes and systems that will serve a variety of purposes and functionalities needed to develop and sustain an innovative, high-quality, summative assessment content development system, including, but not limited to, an Item Development system for items and forms development, internal and external reviews, and quality control processes; public release of items and associated materials,

	including interactive practice tests and training materials; an Item Bank Management System (IBMS) that allows the Contractor to collect, house, and manage the inventory and security of PARCC summative content, and newly developed summative content; and capability to store, transfer, and receive, large data fields, in a timely and efficient way.
3.2	The functionalities and capabilities of the technology structure that will serve as the IBMS, including but not limited to the following: <ul style="list-style-type: none"> ✓ capacity for secure storage of summative content, including innovative technology-enhanced items; and item metadata ✓ capability for designated state access to secure content for purpose of state-educator engagement (content and editorial reviews, including live editing processes), and content procurement ✓ processes for secure intake and output of content
3.3	The functionalities and capabilities of the technology structure that will support <ul style="list-style-type: none"> ✓ automated and manual forms construction ✓ all other relevant functionalities needed to develop, and build summative assessments
3.3	The IBMS system, including how long it has been in full functioning mode (user experience) and whether it has real-time functionality; length of time the system has been operating, including a summary of relevant usages, success and failures of systems, and risk mitigations; any other important and relevant facts that highlight the quality and efficiency of the proposed IBMS product.
3.4	A plan for transferring existing content from the current providers into your own IBMS. Identify potential challenges or risks that may occur and how they would be mitigated. Include timeline for transfer, quality curation, and conversion of items to the IMS Global Standards.
3.5	Identifying potential risks that may cause delays of services and/or products, or other concerns that may negatively impact deliverables, timelines, or services for each tier.
3.6	Any additional information that will further illustrate understanding of the technology processes and systems services and /or products.

Component 4 – Inventory Management and Quality Curation

The Contractor will manage the inventory of all existing PARCC summative content, as well as newly developed summative content, including Contractor-developed content and state-developed contributed content. All content will be quality curated by the Contractor prior to acceptance and inclusion in the item bank.

Curation includes, but is not limited to the following: ensuring all PARCC items and associated materials, including all newly developed items, meet the high standards of quality and accuracy set forth by PARCC Item Specifications and related documents; ensuring all items and associated content adhere to best practice development processes and procedures as described in CCSSO’s *Criteria for Procuring and Evaluating High-Quality Assessments*; and all items adhere to IMS Global Standards. Offerors are required to use technology standards and applications that support interoperability, innovation, and minimal cost to transfer. The Contractor shall ensure all items in the item bank meet the PARCC interoperability profile and conduct transformations as necessary.

For Tier 2 states, the Contractor will select items and build content packages pursuant to the needs and contract of each Tier 2 state.

<p>RESPONSES REQUESTED – to be evaluated as part of “Plan and Approach” unless otherwise noted</p> <p>Component 4 – Inventory Management and Quality Curation</p> <p><i>Please provide a detailed description and proposed timeline (where applicable) for each of the following in your response.</i></p>	
4.1	<p>The process for inventory management, including but not limited to the following:</p> <ul style="list-style-type: none"> ✓ Maintaining up to date, accurate inventory counts, where items can be categorized and sortable by content, standards, evidence statements, associated text sets (ELA), difficulty, and all other relevant properties ✓ Maintaining a current, and accurate understanding of content and sources of items, associated texts, including version control, cloned and duplicated items ✓ Inventory analyses (content gaps and overages) ✓ Tracking of content usage, re-use, and release ✓ Intake and categorizing of quality controlled, curated content ✓ Item security measures ✓ Identification of item ownership
4.2	<p>The process for the curating content, including but not limited to the following:</p> <ul style="list-style-type: none"> ✓ Ensuring all items meet PARCC item specifications, and guidelines in the Criteria ✓ Ensuring all items and associated materials have appropriate and accurate metadata, including but not limited to, item history, item tagging, XML, QTI;

	<p>how the verification process fits in the overall curation process, and how the process will be streamlined for efficiency, while maintaining high standards of accuracy.</p> <p>✓ The plan for ensuring interoperability of online-administered items consistent in all ways with the specifications laid out in the Assessment Interoperability Framework (2012) and any future versions developed by the Common Education Data Standards (CEDS) project, so that tests and items accessed, and or owned, by the state can be easily ported from one technology platform to another. And ensuring all items and associated content adhere to the most recent IMS Global Standards.</p>
4.3	The process for editorial and proofreading reviews of all items and associated materials, and how the process fits in the overall curation process, and how the process will be streamlined for efficiency, while maintaining high standards of accuracy.
4.4	A plan that will ensure applicable items will not be exposed to states other than the originating states, when required by a unique state law, or submission of an intellectual property sharing agreement by state.
4.5	Any additional information that will further illustrate understanding of the inventory management and quality curation services and /or products.

Component 5 – Technical Expertise and Services

The Contractor will provide expertise and technical support to meet overall assessment goals, including test design, measurement models for field-testing, equating, and standard setting. The Contractor will ensure technical quality, as outlined below (from CCSSO's ***Criteria for Procuring and Evaluating High-Quality Assessments***).

Technical expertise and services will ensure assessments:

- indicate progress toward college and career readiness
- are valid for required and intended purposes
- are reliable
- are designed and implemented to yield valid and consistent test score interpretations within and across years
- provide accessibility to all students, including English learners and students with disabilities
- allow for transparency of test design and expectations

The Contractor will develop and implement a system for defining and maintaining a range of comparability (i.e., equating, prediction, content comparability) across each tier of participation.

The Contractor will develop “quality testing standards” for test administration and test security, scoring, and reporting, to be implemented by the identified administration, scoring, and reporting Contractors. Affiliates of the Contractor, with active contracts with the Contractor, must adhere to established quality standards within their administration vendor contracts. The standards will be public and accessible to all entities.

These standards will include, but are not limited to:

- Best practice test administration and test security procedures, including secure management of assessments, assessment data, testing environments, and methods to detect testing irregularities.
- Best practice scoring processes and procedures, including a scoring plan for machine scored items (keyed and rules-based scoring), and a scoring plan for constructed response items (rubrics with student exemplars at each score point, trainings and qualifications of scorers, and scoring security.)
- Reports are evidence-based and tested with parents and educators: Reports are instructionally valuable, easy to understand by all audiences and developed based on user research.
- Reports focus on student achievement and progress to readiness: Score report illustrates a student’s progress made in the grade or course. Reports stress the most important content, skills, and processes, and how the assessment focuses on them, to show whether or not students are on track for the next grade level.

- Reports provide timely data that inform instruction: Reports are delivered in time to provide useful, actionable data to students, parents, and teachers.
- Standards for file formats among administration vendors to ensure consistency in collaboration amongst affiliates.

The Contractor will provide analyses, documentation, alignment studies, and any other support for federal peer review activities that may be conducted during the period of the contract. Additionally, the Contractor will coordinate facilitation of Technical Advisory Committee (TAC) meetings; and provide continued best practice technical advisory services, and on-going research. All expenses associated to the TAC will be the responsibility of the Contractor, including travel and meeting facilitation.

RESPONSES REQUESTED – to be evaluated as part of “Plan and Approach” unless otherwise noted Component 5 – Technical Expertise and Services <i>Please provide a detailed description and proposed timeline (where applicable) for each of the following in your response.</i>	
5.1	A list of qualifications and FTE of personnel with the expertise to ensure best practices are met regarding all technical aspects of assessment development, including test validity and content comparability, including personnel with the expertise to ensure the appropriate level of psychometric expertise to implement best practices for assessment designs, equating methods, forms construction, standard setting, and all related psychometric and technical expertise services. <i>(to be evaluated as part of “Firm Capabilities & Experience”)</i>
5.2	A plan to develop “quality testing standards” and ensure validity best practices for test administration, test security, scoring, and reporting for affiliate states and their test administration, scoring and reporting vendors, while allowing states to adhere to their individual state policies / mandates around testing time, accommodations, administration policies and procedures, etc.
5.3	A system for defining and maintaining a range of comparability across each membership tiers (Tiers 1A/1B and Tiers 2A/ 2B). Please include: <ul style="list-style-type: none"> ✓ a definition of comparability by tier, and the level of comparability states can claim, including the range of business rules associated with levels of comparability, ✓ an outline of what states will be responsible to provide in order to establish range of comparability, and ✓ the technical support provided for states to maintain levels of comparability for each tier.

5.4	A plan for conducting and facilitating standard setting for the purpose of establishing performance levels, as needed or recommended by the Technical Advisory Committee.
5.5	A plan to allow transparency of test design, items, and expectations.
5.6	A plan for assembling a Technical Advisory Committee (TAC), and coordinating facilitation of TAC meetings. Specify the number of members and the number of annual meetings, including plans for emergency meetings / consultations.
5.7	A plan to provide on-going research on all technical aspects of assessment design, and construction, including a proposed timeline of research, and the parties responsible for the creation and validation of the research.
5.8	Any additional information that will further illustrate understanding of the technical expertise services and /or products.

Component 6 – State Engagement and Governance

The Contractor must enable clear, efficient, and effective decision-making processes, allowing it to execute decisions in a timely manner and sustain high-quality assessments, while, at the same time, ensuring that affiliate states have a hand in shaping the test and policies around it.

The Contractor will solicit input from affiliate states to inform the strategic direction and key decisions related to test design, development, administration, and scoring/reporting policies and procedures. While the Contractor’s Board of Directors will be chosen by its leadership (and key partners), affiliate states shall have the opportunity to appoint a majority share of the Contractor’s Board. For organizations with an existing Board structure, a separate governing committee or Board will be designated specific to oversight of this work of the Contractor to maintain independence and autonomy from any other work products and services within the organization.

Board members appointed by affiliate chiefs shall persist beyond the term of the Contractor and serve staggered terms to ensure stability and consistency of vision and direction in perpetuity. Board member terms for those appointed by the Contractor will expire upon contract end or termination and will be replaced by the subsequent identified contractor. If at any point there are fewer than three affiliate chiefs (Tier 1), the Contractor must ensure that chiefs of Tier 2 states are included in the nomination committee and process for “chief-appointed” board seats.

The Contractor will be responsible for:

- shared responsibility with the affiliates to ensure the ongoing, strategic direction of the Contractor reflects state and Contractor interests
- straight-forward and clearly defined roles, procedures and processes for providing input, recommendations, and making governance decisions
- opportunity and infrastructure to independently organize around issues of importance to states
- an efficient meeting protocol ensuring effective decision-making and priority-setting
- dedicated opportunity for state input regarding the long-term direction of the assessment, resulting in a more cutting-edge assessment over time
- coordination, facilitation, and expenses related to all meetings in the governance and advisory structure

Board Membership of the Contractor

- Affiliate state chiefs shall have the opportunity to nominate members to serve on the Contractor’s Board of Directors or governing body serving in at least a majority of board seats. The Contractor’s Board of Directors will have state appointed/elected representation to ensure affiliate “voices” are represented formally through governing board voting.

- The Contractor’s Board of Directors will work collaboratively with the Contractor’s leadership to make all strategic and sustainability decisions; affiliate states have the opportunity to provide input and make recommendations.
- During the term of the contract, the Contractor will inform the advisory board of affiliate chiefs of any proposed changes in key personnel, and submit resumes of proposed candidates for their review. The Board of Directors must approve all proposed changes in the Contractor’s key personnel, (i.e., leadership, project and account managers), as well as all proposed changes to sub-contractors.

Decision-Making Processes

Beyond the Board of Directors, the Contractor will develop, coordinate and fund a series of advisory groups or committees to further inform the direction of the Contractor. At a minimum, affiliate chiefs, affiliate program or assessment leads, and assessment experts will be engaged as part of this committee structure, as well as state representatives and educators as part of the content development process. The Contractor’s decision-making process will provide the following:

- Greater state autonomy to meet in state-led subcommittees to align on testing policy, design, and administration recommendations to bring forward to the Contractor.
- Straight-forward and clearly defined roles, procedures, and processes for providing input, recommendations, and making governance decisions (*e.g., sub-committees have elected State Lead representatives who align with Chiefs on all recommendations brought to the Contractor for final decision-making*). The advisory group of chiefs will be consulted for all major recommendations presented by the technical advisory committee (TAC) and chiefs will make the final decision on recommendations brought forward to the Contractor. The Contractor will then work collaboratively with the technical advisory committee to make final testing decisions using chief advisory group input and recommendations.

Project Management Support

- The Contractor will manage, coordinate, schedule, and fund the necessary committees and advisory groups to ensure progress within each working group and proper feedback loop back to Contractor’s leadership
- The Contractor will develop opportunities for continued improvement and ensure a dedicated space for the long-term direction of the test. In this way, chiefs may gather annually, in a formal setting, to generate ideas for what the test could look like in future years.

Overview of State Engagement Meetings and Meeting Structure

The following meetings will be coordinated and facilitated by the Contractor and serve as a means of ensuring state participation and engagement in the assessment system. The Operational Working Group (OWG) will consist of state assessment leads from affiliate states.

Content Review

- Review of all newly written items
- 5-7 participants per group from across participating states
- One or two groups per grade depending on number of items developed
- This meeting shall be held in person
- Reconciliation meeting shall be held following completion of each meeting between the Contractor and identified lead from the Operational Working Group

Rangefinding

- This meeting is expected to be held after items are field tested
- 3-5 participants per group from across participating states
- One or two groups per grade level depending on the number of field tested items
- This meeting shall be held in person
- After rangefinding meeting is held, the identified lead from the Operational Working Group is responsible for reviewing the produced training materials, which may be completed virtually.

Editorial Review

- Completion of an editorial review of all newly written items is expected
- Specialized review with participants familiar with the style guide and editorial rules
- 2-3 participants per grade level are expected to participate

Text Review

- This meeting is expected for review of the English Language Arts content and will review passages and videos to be used on the assessment
- 2-3 participants per grade level
- This review is expected to be held prior to item writing and may be held virtually

Data Review

- This meeting is expected to determine items with acceptable statistics to be used on future assessments
- 2-3 participants per grade level
- This meeting shall be held in person

Forms Construction

- This meeting is expected to arrange items as per blueprint and determine items that may be released to the public
- This meeting will cover both construction of operational and accommodated forms
- 2-3 participants per grade level
- 2-3 participants per accommodated form
- This meeting shall be held in person

Forms Validation

- Meetings may be held virtually to confirm form blueprint has been met
- Meetings must involve the Operational Working Group

Operational Scoring

- These meetings must be held at various vendor locations or may be distributed scoring with leadership call centers
- The number of participants is dependent on the number of test takers
- Monitoring by state participants will require travel provisions covered by the Contractor

Field Test Scoring

- These meetings must be held at various vendor locations or distributed with call centers
- The number of participants is dependent on the number of field tested items and number of responses
- Monitoring by state participants will require travel provisions covered by the Contractor

Manual Development

- Meetings may be held virtually to confirm form blueprint has been met
- Meetings must involve the Operational Working Group
- Two types of manuals will be developed
 - Instructional manual for District/School Test Coordinators that provides information regarding set-up testing platform, both online and paper; procedures for registration of students; procedures for returning materials
 - Test Administrator Manual – provides step by step instructions for administering the assessment including scripts used for each grade and content in all applicable languages
- Reviews will be held virtually and will require time by Operational Working Group participants

State Lead Meetings

- Meetings with state assessment leads from participating states shall be held weekly by WebEx and in-person meetings shall be held bi-monthly

State Recruitment and Outreach

The Contractor is expected to maintain consistent state engagement strategies for its current affiliates and outreach strategies to recruit new affiliates or non-affiliates to the assessment system.

<p>RESPONSES REQUESTED – to be evaluated as part of “Plan and Approach” unless otherwise noted</p> <p>Component 6 – State Engagement and Governance</p> <p><i>Please provide a detailed description and proposed timeline (where applicable) for each of the following in your response.</i></p>	
6.1	<p>The capacity and experience of your organization to manage multi-state engagement in organizational governance decisions.</p> <p><i>(evaluated as part of “Firm Capabilities & Experience”)</i></p>
6.2	<p>How your organization would utilize an existing or create a separate Board of Directors to make strategic decisions specific to the work of the Contractor.</p> <p><i>(evaluated as part of “Project Organization and Resumes”)</i></p>
6.3	<p>How the line of work related to the Contractor will intersect with the broader existing organization will maintain independence, autonomy, and success of the Contractor.</p>
6.4	<p>The advisory groups or committees that will be created to engage a robust set of stakeholders, including State chiefs, State assessment or program leads, and assessment experts to inform policy and strategic decisions. Outline the size of each committee as well as their role in informing organizational decisions.</p>
6.5	<p>A plan for consistent engagement with states related to test improvement, policy development, content development, and future innovation, including educator engagement in these processes.</p>
6.6	<p>Any additional information that will further illustrate understanding of the state engagement and governance services and /or products.</p>

OFFEROR QUALIFICATIONS – Mandatory Minimum Requirements

It is imperative that the Offeror meet the mandatory minimum qualifications. If partnering with a subcontractor, the Offeror and its proposed subcontractor(s) may collectively meet the mandatory minimum qualifications. If these qualifications are not met in the initial evaluation, the Offeror will not proceed in the evaluation process. The Offeror can recommend a team or a single resource to address the scope of this project.

Mandatory Minimum Requirements

- A minimum of five (5) years of experience in developing and producing large-scale, high-stakes, statewide assessments.
 - Experience with development of short and extended constructed response items
 - Experience with assessment of complex performances
 - Experience with scoring rubrics and performing scoring procedures
- A minimum of three (3) years of experience with developing, producing, administering, scoring and reporting of large-scale, high-stakes computed-based assessments.
 - Experience with developing, administering, scoring and reporting of innovative, interactive, technology-enhanced items
 - Test items must be in XML and be QTI compliant. Flash-based items are not acceptable.
 - Experience with establishing security protocols for online assessments.
- Demonstrated experience in providing policy and practice guidelines for accessibility and accommodations in a secure paper-pencil and online assessment environment utilizing a diverse array of hardware and software.
- Demonstrated project management experience with specific focus on work planning, status reporting, issue management, and deliverable review and approval procedures.
- Familiarity with Common Core State Standards (English Language Arts & Literacy and Mathematics) and the development of the multi-state consortia assessments of Partnership for the Assessment of Readiness for College and Career (PARCC) and SMARTER Balanced Assessment Consortium (SBAC).
- Willingness to submit and demonstrate a set of sample items as part of the proposal.
- Willingness to participate in on-site interviews related to any aspect of its proposal and to provide an on-site demonstration of any of the relevant tools and services it is proposing, including, but not limited to its item authoring and item banking system. The participating Offeror's team must include the proposed project manager and the executive team contact person identified in the proposal. Based on demonstrations requested and questions asked, additional Offeror personnel intended to be active, on-going participants in the project may be requested to attend.
- A minimum of three (3) years of experience with licensing and managing intellectual property.

OTHER CONSIDERATIONS

- **Partial Bids:** Offerors to this RFP are expected to fulfill all aspects in the detailed scope of work. Partial bids will not be accepted. Offerors may elect to utilize a subcontractor or partner to provide a portion of the services and the details of the arrangements, including who the partner is and what scope of work they will provide, must be laid out in detail in the response.
- **Competing Products:** The bidder and/or Contractor may have, or develop, a competing product within its larger organization. If a competing product exists or is created, a firewall must be enacted to separate the content, inventory, and intellectual property related to this Agreement from the remainder of the Contractor's business. The business entity may not take the knowledge and experience gained from work on the Contractor's product to benefit other products and services under the business entity's umbrella. Sub-contractors of the Contractor must be held to the same restrictions and expectations of the Contractor. Written assurance from the sub-contract that they will adhere to the applicable requirements shall be garnered by the Contractor prior to execution of the contract. These restrictions shall be in place for all components and products of the Contractor, including, but not limited to, formative assessments and professional development resources, and any future developed products.
- **Complementary Products:** The Contractor may offer a complementary product from the non-Contractor business segment as an additional offering to affiliates. If included in the package of products and services, the pricing of the materials shall be specifically noted and identified as not part of the Contractor's products and services.
- **Private Contributions:** Any private contributions to the Contractor utilized to develop intellectual property specifically for this assessment system will be owned by and assigned to the Owner.

COST SAVING RECOMMENDATIONS

The intent of this portion of RFP is for the contractor to demonstrate deep expertise within the proposed scope of work and recommend creative approaches to accomplish program objectives in the most efficient and effective manner possible while not introducing significant risk to the overall program. Contractors should make specific recommendations as to how to reduce costs for each of the components (1-6) of the scope of work and what risks such reductions might introduce

Recommendations should state (1) the action to be taken, (2) the steps required to implement the recommendation, (3) the potential impact of the recommendation on the quality of the work (if any), (4) the potential impact of the recommendation on the proposed schedule (if any), (5) the potential impact of the recommendation on other areas of the program (if any), and (6) an estimate of the savings to be gained by implementing the recommendation.

Contractors should submit their recommendations in the body of their proposal response (required), as well as in the Cost Notes (optional) to be attached to this RFP response. Contractors should be as specific as possible with their recommendations and resulting cost savings.

Additional Contractor Requirements/Qualifications

Proposal Format

Please include with your **RFP** response:

Section	CONTENT TO BE INCLUDED
TECHNICAL PROPOSAL	
1. TRANSMITTAL LETTER and ACCOUNT MANAGEMENT	<p>Offerors must submit a letter of transmittal signed by an owner, officer, or other authorized agent.</p> <p>The letter of transmittal MUST:</p> <ol style="list-style-type: none"> 1. Identify the submitting business entity 2. Identify the name, title, telephone number and email address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer. 3. Identify the name, title, telephone number, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above). 4. Identify the names, titles, telephone number, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content. 5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award. 6. Describe the relationship with any other entity that will be used in the performance of this awarded contract.
2. EXECUTIVE SUMMARY	<p>The Contractor shall provide an Executive Summary to be written in non-technical language to summarize the Contractor's overall capabilities and approaches for accomplishing the services specified herein. Evidence would include, but not be limited to, potential Contractor's mission, date of founding, size and experience. This response should also demonstrate the Contractor's clear understanding of the goals, responsibilities and strategic vision for the desired structure.</p> <p>The Contractor is encouraged to limit the summary to no more than six (6) pages.</p>

<p>3. FIRM CAPABILITIES & EXPERIENCE</p>	<p>A detailed description of your capabilities/offerings listed separately. A description of your firm, including a brief history, size, and number/locations of offices, the types of business ventures in which the organization is involved including the organizational structure which identifies different divisions (as applicable), typical staffing team and other pertinent information.</p> <p>Offerors must submit relevant organizational information, a list of three to five similar projects undertaken and/or clients served within the last ten years, agency expertise relative to the services requested, and a statement of existing workload as it impacts the performance of the project.</p> <p>Desired Qualifications:</p> <ul style="list-style-type: none"> • Extensive experience in large-scale, online assessment development, with expertise in best practice technical/psychometric advisory experience. • Extensive experience in developing and managing secure, large database systems that can be accessed by approved licensed users, across multiple states, and multiple-levels of users. • Experienced successful management of large, high-stakes, complex technology and business process redesign projects with multiple diverse stakeholders, aggressive deadlines, and a variety of partners and vendors. • Cross-state and multi-vendor\ coordination and oversight experience • Extensive experience marrying the design or re-engineering of complex and interrelated business processes with the development, testing, and deployment of technology to support those processes. • Appropriate staffing capabilities to meet aggressive project timelines and rapid on-boarding • Demonstrated analytic and value-driven talent • Demonstrated track record working in blended teams with client and other consultant resources • Organizational experience or a successful history of subcontracting within education and computer-based large-scale student assessments is preferred • Operating with sound financial management, implementation of specific fiscal practices and controls (i.e., generally accepted accounting principles, the procuring state’s and the U.S. Department of Education’s billing, , record keeping, and auditing requirements) <p>An overview of experience in providing these same or similar services to clients and projects of similar scope and similar levels of complexity. A successful bidder will provide evidence of their ability and capacity to develop high-quality, innovative, ELA/Literacy and Mathematics</p>
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	<p>summative assessment content. Submissions should include examples of such content, including relevant materials.</p>
	<p>2-3 Case Studies of specific projects executed with similar scopes of work, within the last five years; include project plans, timelines, materials, outcomes or other relevant project information. If applicable, give examples of prior projects that align with the Governing Board’s guiding principles: Quality, Equity, Stability, Sustainability, Comparability, and Economies of Scales.</p>
	<p>If subcontractors are to be used, provide the information above for them as well to the extent available along with an explicit description about which components and tasks each subcontractor will be response for completing in the plans required below.</p>
<p>4. PLAN & APPROACH</p>	<p>The Contractor shall provide a response to how the requirements described in this RFP will be met, including a description of the scope of services presented in the model that their organization is able to provide internally and which services will be subcontracted. Include deficits the entity may have and how they will be mitigated. The Contractor shall describe the methodologies, quality management standards and best practices that will be employed in managing and completing the requirements in each of the required subsections listed below. The Contractor shall also identify where significant development difficulties may be anticipated and any specific techniques to be used to resolve them.</p> <p><u>Response Requirements</u> – In addition to the responses requested embedded in the Scope of Work, for each of the six components identified please include in your response the following items.</p> <ol style="list-style-type: none"> 1. <i>Approach and Methodology</i> outlining how the Contractor expects to accomplish scope of work and requirements identified. Please include a description of the intended processes, procedures, and technology structures to be used to accomplish specific services. 2. <i>Project Schedule</i> identifying activities, tasks, responsible entity and dependencies between and among the Contractor, and Tier 1 and 2 states, with projected timelines. 3. <i>Performance metrics</i> to be used to assess quality of services, information and products, as well evaluation processes to assess adherence and success. 4. <i>List of Deliverables</i>, identifying deliverables that are Contractor produced per this contract, as well as critical path deliverables to and from Tier 1 and 2 vendors to ensure overall program success.

<p>5. PROJECT ORGANIZATION & RESUMES</p>	<p>Offerors must provide an organization chart of all project staff envisioned for this work. Additionally, the respondent will submit an overview of key personnel assigned to the project including education and prior experience; how the project will be organized (representing all proposed staff) and detailed resumes of key staff.</p> <p>Detail expectations and assumptions regarding state contributions, as well as leadership and staff level interactions (i.e., frequency, type) if any.</p>
	<p>Explain your approach for obtaining client approvals for resources on the initial team(s) or if during the course of the engagement key staff resign or are removed from the project. Describe the approach for removal of resources in the event of performance issues, as well as sourcing additional resources for yet to be defined requirements if they arise during the course of the engagement.</p>
	<p>Please provide your approach, and representative examples, for how your organization can accommodate changes in Contractor direction and/or stakeholder participations. Examples include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Leasing technology versus building Contractor-owned solutions • Increases or decreases in State participation and therefore student populations and resulting fees
<p>6. REFERENCES & OTHER INFORMATION</p>	<p>Three (3) relevant client references with contact information, with general description of the type of services provided to each client.</p> <p>All assumptions and exceptions that apply to your RFP response. If your response is not intended to fully comply with all stated requirements in this RFP, you must cite by component, task and description, which items you will not perform.</p> <p>Disclosure of any relationships that may be considered a conflict of interest or may raise a conflict of interest and/or may have an impact upon the services to be provided.</p> <p>For example,</p> <ul style="list-style-type: none"> • Governing board members must not have a personal or financial relationship with officers of the organization and must meet its fiduciary responsibilities through oversight of the chief executive and chief financial officers • Proposed offerors, and sub-contractors are not providing services, and/or conducting business with the organization on alternative contracts resulting in conflict of interest for parties involved. <p>Provide a summary of prior, or pending, and/or anticipated litigation as well as the ultimate resolution. Furthermore, please indicate if Respondent has</p>

	operated under a different name and/or corporate structure in the past ten years.
	Company must be operating with sound financial management, with evidence of sufficient level of self-sustainability, implementation of specific fiscal practices and controls (i.e., generally accepted accounting principles, the procuring state's and the U.S. Department of Education's billing, record keeping, and auditing requirements)
7. SAMPLE SERVICES AGREEMENT TEMPLATE	Response to the SAMPLE Services Agreement, template redlined as necessary, included with this RFP submission, Appendix B.
COST PROPOSAL (separate document)	Contractors must complete the Cost Response Form in APPENDIX A. Cost will be measured by the criteria described in APPENDIX A. All costs must be justified and evidence of need documented in the proposal.

Terms of the Contract

The contract will begin on July 1, 2017 and end three years later. The responsive bid and associated documents may, at the sole election of RIDE, be incorporated into the contract in whole or in part. The scope of the work may be modified by RIDE prior to beginning work on a given task. RIDE retains the option of granting a time extension of up to two twelve-month periods with additional funding if available and if the level of work is expanded by mutual written consent. If necessary, deficiencies in performance of services and/or failure to supply deliverables in a complete and timely manner will be documented in writing by RIDE. Should a pattern of substantial dissatisfaction become apparent, RIDE reserves the right to terminate the contract.

RIDE may, without cause, terminate the Agreement at any time upon giving sixty (60) days written notice notwithstanding, the State expressly reserves the unilateral right to terminate, amend and/or reduce services and payments under this Agreement, effective immediately upon written notice to the Contractor in the event that the funding underlying the participation of RIDE is eliminated, limited or curtailed.

Cost Proposal/Terms of Payment

The contractor must prepare a cost proposal reflecting this scope of services using the Cost Proposal Forms contained in Appendix A, including the per pupil cost for participants at each tier of participation and the detail that describes how the per pupil cost was calculated. Please ensure the budget is presented by state fiscal year, which runs from July 1st through June 30th.

Please note that reimbursement for travel within the continental United States will be limited to the per diem rates established by the General Services Administration (GSA). Per diem rates are posted at www.gsa.gov/perdiem.

This section of the RFP contains the schedule, description and conditions governing the procurement.

SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	Action	Approximate Schedule
1.	Issuance of RFP	December 13, 2016
2.	RFP Questions Due by Offerors	December 27, 2016
3.	Response to Written Questions	January 10, 2017
4.	Submission of Proposal	February 7, 2017
5.	Proposal Evaluation and Selection of Finalists	February 8 – 28, 2017
6.	Finalists Presentations with demonstration of Item Development and Item Banking systems (if needed)	March 2-3, 2017
7.	Intent to Award	March 17, 2017
8.	Finalize Contract	

Proposal Submission

Questions concerning this solicitation may be e-mailed to the Division of Purchases at the address on the cover sheet of this solicitation and no later than the date & time listed. **Send your questions in Microsoft Word format.** Please reference the RFP# on all correspondence. Questions received, if any, will be posted and answered on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. For computer technical assistance, call the helpdesk at 401-222-3766 or lynda.moore@doit.ri.gov.

Proposals (an original plus 4 copies and a digital version) should include the following:

1. A completed and signed three-page RIVIP Bidder Certification Cover Form, available at www.purchasing.ri.gov.

Evaluation Point Summary

Factor	Points Available
Technical Proposal	
Transmittal Letter	Pass/Fail
Executive Summary/Understanding of Issues	10 points
Firm Capabilities & Experience	15 points
Plan and Approach	25 points
Project Organization and Resumes	15 points
References and Other Information	5 points
Cost Proposal	30 points
Sample Services Agreement	Pass/Fail
RIVIP Bidder Certification Cover Form	Pass/Fail
W-9 (taxpayer identification number and certification)	Pass/Fail
TOTAL	100 points

It is the Offeror’s responsibility to complete each response section completely and in detail. No assumptions should be made that the State is aware of any Offeror’s capabilities, staffing, prior experience, past performance or any other required information. The evaluation will be based on the information submitted with the proposal according to the terms of the RFP.

A Selection Committee will evaluate submitted proposals on the basis of the above criteria items. Consultant Teams may be invited to appear before the Committee for in-person presentations. The Committee will then make a qualifications based recommendation for final selection to the Rhode Island State Purchasing Agent, or her designee, who will make the final award decision.

To advance to the cost evaluation phase, the technical proposal must receive a minimum of 40 out of a maximum of 70 technical points. Any technical proposals scoring less than 40 points will not have the cost proposals opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 40 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in the cost category, bringing the potential maximum score to 100 points.

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all responses, and to award in its best interest.

Responses found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The State reserves the right to reject any or all responses submitted and to waive any informalities in any vendor’s submission.

A notice of bid protest pursuant to R.I. General Law 37-2-52 must be filed with the chief purchasing officer by the protestor in accordance with the guidelines provided in

Section 1.6 of the State of Rhode Island Procurement Regulations, which can be accessed at the following link:

<http://www.purchasing.ri.gov/RIVIP/publicdocuments/RULES2011/SEC1.pdf>

The contract agreement resulting from this award will include all provisions outlined in Title 2 of the Code of Federal Regulations, Chapter 2, Appendix II to Part 200. These provisions can be accessed at the following link: www.ecfr.gov

EVALUATION FACTORS

The evaluation method for this solicitation will be best value. Best value will be determined using the evaluation factors identified below: The Technical Approach is the most important factor followed by the Presentation/Interview. Technical and Presentation/Interview are significantly more important than Cost. Offerors are cautioned that the award may not necessarily be made to the lowest Price offered.

If it is determined that Presentations/Interviews will be conducted, all firms whose technical score meets the minimum (40) point threshold will be scheduled. The purpose of any such presentation/interview will be to clarify any ambiguities in the firm's technical proposal or to discuss the scope of the project. The technical evaluation committee may increase the technical score of an interviewed firm by up to five (5) points, but the interview shall not be the basis for a reduction in technical scores.

1. Technical Evaluation Approach

The technical evaluation process will consider the following:

- **Understanding of the Problem:** The extent to which the proposal demonstrates a clear understanding of all the features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.
- **Feasibility and Scalability of Approach:** The extent to which the proposed approach is workable, expandable, and the end results achievable. The proposal will be evaluated to determine the level of confidence provided to Rhode Island. with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.
- **Completeness:** Whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied or exceeded the requirements specified in the solicitation. Completeness also includes the extent to which each

requirement has been addressed (i.e., met and/or exceeded) in accordance with the proposal submission instructions of the solicitation.

2. Project Plan Evaluation Approach (component of Technical Approach)

The project plan evaluation will consider the following:

- Project Plan: The Offeror's specific plan and approach to complete the required solicitation.
- Governance Approach: The Offeror's understanding of and ability to facilitate and support decisions made by the governing boards.
- Quality Control Process: Whether the Offeror has sufficient internal processes to ensure that the project is completed on time and within the stated specifications.
- Risk Management Process: Whether the Offeror has a robust plan outlined to identify, track, and mitigate the risk associated with the work outlined in this solicitation.
- Cost Savings: The Offeror is encouraged to put forth its recommendations for cost-savings and innovative measures to deliver an equal or better product using methods and processes that are not called for in the solicitation.

3. Past Performance Evaluation Approach (component of Technical Approach)

The past performance evaluation process will consider the following:

- The Offeror's past performance based on information obtained from references provided by the Offeror
- An assessment of the relative risks associated with each Offeror. Performance risks are those associated with an Offeror's likelihood of success in performing the acquisition requirements as indicated by that Offeror's record of past performance.
- The currency and relevance of the information, source of the information, context of the data, and general trends in Offeror's performance

4. Price Evaluation Approach (component of Cost Proposal)

The total Price in the Offeror's Price Proposal shall reflect the proposed costs and any materials travel, etc. with the associated costs. The Cost Proposal should include any detailed and itemized assumptions utilized to build the proposed cost.

APPENDIX A

BUDGET - Multi-Year Projects

The Contractor estimates that its budget for work to be performed under this Agreement is as follows:

<u>Expense Category</u>	<u>Estimated Expenditures</u>		
	Year 1	Year 2	Year 3
1. Employee Salary and Benefits	0	0	0
2. Purchased Services	0	0	0
3. Supplies and Materials	0	0	0
4. Travel	0	0	0
5. Printing	0	0	0
6. Office Expense	0	0	0
7. Other: <i>(describe)</i>	0	0	0
8.	0	0	0
Subtotal	0	0	0
Indirect Cost *	0	0	0
TOTAL	0	0	0

It is understood and agreed that the amounts indicated above for the several line items are estimates of expenditures to be incurred by the Contractor on behalf of this Agreement and to be claimed by the Contractor for reimbursement under this Agreement. It is further understood and agreed that actual expenditures may vary from the estimates set forth above and that such variations shall not in themselves be cause for disallowance of reimbursement by RIDE; provided, however, that the Contractor shall notify the contract officer of the variance and obtain pre-approval, in writing; and provided further that unless permission of the contract officer shall have been obtained in advance, no expenditure shall be claimed by the Contractor for reimbursement by RIDE under this Agreement if such expenditure shall have been incurred in a line item category not listed above. Transfer of funds between categories requires prior written approval by RIDE. In no event shall the total amount of reimbursement claimed by the Contractor under this agreement exceed the total approved contract amount.

** Attach a copy of the approved indirect cost documentation*

BUDGET DETAIL SHEET *
 FISCAL YEAR _____

EMPLOYEE SALARY AND BENEFIT DETAIL (TOTAL COMPENSATION)**

NAME	POSITION TITLE	NUMBER OF HOURS	HOURLY RATE (including benefits)	SALARY and BENEFIT TOTAL \$
TOTAL REQUEST				

PURCHASED SERVICES DETAIL

NAME	POSITION TITLE	HOURS	HOURLY RATE \$	TOTAL \$
TOTAL REQUEST				\$

OTHER EXPENDITURES DETAIL

EXPENSE CATEGORY	DESCRIPTION	TOTAL
Supplies and Materials		
Travel ***		
Printing		
Office Expense		
Other: <i>(describe)</i>		
Indirect Cost		

Total \$

* Please include a detail budget sheet for each state fiscal year (July 1st – June 30th)

** Please round hourly rates to the nearest whole dollar and ensure there are no rounding differences with the extended totals.

*** Reimbursement for travel within the continental United States is limited to the per diem rates established by the General Services Administration (GSA). Per diem rates are posted at www.gsa.gov/perdiem.

PER PUPIL FEE STRUCTURE

The Contractor proposes the following fee structure for work to be performed under this Agreement for each tier of participation as follows. Please include the itemized assumptions and considerations utilized to determine the per pupil fee structure (i.e. itemized assumptions for content development elements, etc.)

<i>Participation</i>	Tier 1A	Tier 1B
3 million or fewer students		
3 - 5 million students		
Greater than 5 million students		

Please provide the process for pricing determination and pricing considerations for participants in Tier 2A and Tier 2B dependent on quantity of content licensed.



State of Rhode Island and Providence Plantations
DEPARTMENT OF EDUCATION
 Shepard Building
 255 Westminister Street
 Providence, Rhode Island 02903-3400

APPENDIX B

RHODE ISLAND STANDARD CONTRACT AGREEMENT

BETWEEN: Rhode Island Department of Education
 Office of Educator Quality and Certification
 255 Westminister Street
 Providence, Rhode Island 02903

AND:

FEIN: XX-XXXXXX

RELATING TO:

Work and activities by **Contractor** to be undertaken in accordance with the attached SECTION I Terms and Conditions and SECTION II Work Program Specifications in consideration of compensation to be paid by the Rhode Island Department of Education (RIDE) as set forth in SECTION III Budget.

THIS CONTRACT IS NOT VALID OR LEGALLY BINDING UNTIL SIGNED BY BOTH PARTIES AND A PURCHASE ORDER HAS BEEN ISSUED BY THE OFFICE OF PURCHASES. DO NOT PERFORM ANY WORK ON THIS CONTRACT UNTIL A PURCHASE ORDER IS ISSUED.

ACCEPTED:

RHODE ISLAND DEPARTMENT
 OF EDUCATION

CONTRACTOR

 Kenneth Wagner
 Commissioner of Education

 [NAME]
 [TITLE]

DATE: _____

DATE: _____

SECTION I

A. SPECIFIC TERMS AND CONDITIONS

1. Contractor

Address

FEIN #

2. Starting Date

Termination Date

3. Contract Officer
(for the Dept. of Education)

Project Officer

4. Project Officer
(for the Contractor)

Contact Information: Phone Number
Email Address

5. Contract Amount

6. Special Conditions: RIDE reserves the right to extend the contract for up to two twelve month extensions by mutual written consent.

Other Special Conditions (that may be applicable):

SINGLE YEAR CONTRACTS: Contract activities may be modified by mutual consent prior to the beginning of each phase of work

MULTI-YEAR CONTRACTS: Subsequent years' activities are dependent on the availability of funding and may be modified by mutual consent

NON-STATE FISCAL YEAR END (always align termination date with state fiscal year end of June 30th and add the following condition): Contract activities are scheduled to end on ____; however, the contract end date has been aligned with the state fiscal year.

SECTION I (continued)

Article 1

Parties to Agreement. This Agreement is made by and between the Rhode Island Department of Elementary and Secondary Education (RIDE) and the party specified in SECTION I A1 (the Contractor).

Article 2

Period of Performance. This Agreement will be effective on the starting date as specified in SECTION I A2 and, unless renewed or extended, will expire on the termination date as specified in SECTION I A2. It is understood and agreed by and between the parties that this Agreement covers work and services to be provided by the Contractor for the period specified in SECTION I A2.

Article 3

Modification of Agreement. This Agreement may be amended or extended by mutual written consent provided that such consent may not be unreasonably withheld, and further provided, that there is a fiscal appropriation for any extension.

Article 4

Contract Officer. The Contractor agrees to maintain close and continuing communication with the RIDE contract officer, as specified in SECTION I A3, throughout the performance of work and services undertaken under the terms of the Agreement. The contract officer is responsible for authorizing all payments made by RIDE to the Contractor under this Agreement.

Article 5

Project Officer. The project officer, as specified in SECTION I A4, is responsible for coordinating and reporting work performed by the Contractor under this agreement.

Article 6

Delays. Whenever the Contractor has knowledge that any actual or potential situation is delaying, or tends to delay the timely performance of work under this Agreement, the Contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to RIDE.

Article 7

Funding. In consideration of work and services performed by the Contractor in accordance with SECTION II of this Agreement, RIDE agrees to reimburse the Contractor for allowable costs incurred by the Contractor under this Agreement in an amount not to exceed the amount specified in SECTION I A5 and in accordance with estimated expenditures as set forth in SECTION III Budget. Reimbursement for travel within the continental United States is limited to the per diem rates established by the General Services Administration (GSA). Per diem rates are posted at: www.gsa.gov/perdiem. RIDE shall process all invoices within 30 days of date of invoice. All payments are provisional pending the final audit by appropriate state and/or federal officials.

Article 8

Federal Funding Provisions. Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to RIDE. The provisions of Article 7 and SECTION III notwithstanding, the Contractor agrees to make claims for reimbursement under this Agreement in accordance with federal policies governing allowable costs to be charged against federal grants. The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

In executing this Agreement the Contractor is serving as grantee or independent contractor under a federal grant or contract between the federal government and RIDE. The master grant award or cooperative agreement made to RIDE by the federal government governing activities under this Agreement is, therefore, made a part of this agreement. The Contractor specifically agrees to abide by all applicable federal requirements for grantees, contractors, or independent contractors receiving federal funds including, but not limited to, those requirements set forth or referenced in the master grant or contract relating to this Agreement and in 2CFR Chapter 1, Chapter II, Part 200, et.al.; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Article 9

Prepayment. Articles 7 and 8 notwithstanding, prepayment will be allowed provided that it is requested and approved under the appropriate mechanism and subsequently accounted for with proper documentation.

Article 10

Administrative, Contractual, or Legal Remedies. The Contractor shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement. Failure of the Contractor to perform or deliver required work, services, or reports under this Agreement may result in the withholding of payments by RIDE to the Contractor. Breach of contract disputes will be resolved in accordance with Section 1.5 of the State of Rhode Island Procurement Regulations.

Article 11

Termination of Agreement. In the event that either of the parties materially fails to perform its obligations under this Agreement, the other of the parties may terminate this Agreement upon written notification of termination setting forth the nature of the failure to perform said obligations under this Agreement. Prior to termination, the terminating party shall give the other party thirty (30) days to cure the alleged defect or otherwise commence activities designed to remedy the alleged defect.

RIDE may, without cause, terminate this Agreement at any time upon giving sixty (60) days advance notice in writing to the Contractor. The above mentioned sixty (60) days written notice notwithstanding, the State expressly reserves the unilateral right to terminate, amend and/or reduce services and payments under this Agreement, effective immediately upon written notice to the

Contractor in the event that the funding underlying the participation of RIDE is eliminated, limited or curtailed.

In the event of termination by either party, all property and finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be assigned as described herein in Article 17. Notice of the effective date of termination will include the reports that must be completed.

In the event of termination by either party, final payment by RIDE to the Contractor for work and services provided by the Contractor under this Agreement up to the effective date of termination shall be made in proportion to work completed and allowable expenses incurred, in accordance with the principles of cost reimbursement, agreements and contracts. Notwithstanding the foregoing, costs related to any reports required to be completed after the effective date of termination will be reimbursed. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to RIDE for damages sustained by RIDE by virtue of any breach of this Agreement by the Contractor; and RIDE may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to RIDE from the Contractor is determined.

Article 12

Indemnification and Insurance. The Contractor shall hold harmless and indemnify the State of Rhode Island, RIDE, and their officers, employees, and agents from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever, including the cost of defending any action (including reasonable attorneys fees), which arise out of or are connected with, or are claimed to arise out of or be connected with any of the services provided to the State under this Agreement. The foregoing provision shall not be deemed to be released, waived or modified by reason of any insurance provided by the Contractor under the provisions of this Agreement. Contractor agrees to add the State of Rhode Island and RIDE as additional insureds under its general liability policy and to provide RIDE with a certificate of insurance verifying that the State and RIDE are additional insureds under said policy.

Article 13

Recordkeeping/Inspection of Records and Reports. The Contractor agrees to keep discrete financial records of expenditures made under this Agreement, including time records of employees whose work is to be charged in whole or in part to this Agreement; to maintain such records in accordance with standard accounting practices; to make such records available on request to appropriate state and/or federal officials for examination or audit, ensure that audits are conducted in accordance with 2CFR Chapter I, Chapter II, Part 200 Subpart F, Audit Requirements, if applicable, and to keep such records on file until the final audit of RIDE records under the federal grant funding of this Agreement, or until such time as federal provisions permit the records to be discarded. All management correspondences that accompany audit reports must be sent to RIDE. If a client served by this contract is charged for service, the Contractor must report this income.

Article 14

On-Site Inspection. The Contractor agrees to permit on-site monitoring, evaluation, and inspection of all activities related to this Agreement by officials of the RIDE, its designee, and, where appropriate, the federal government.

Article 15

Partnership. It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Contractor included in this Agreement as employees, agents, or representatives of RIDE.

Article 16

Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Article 17

Proprietorship. RIDE and the Contractor shall be considered Joint Owners (as that term is defined by US Copyright Law) of all intellectual property including finished or unfinished documents, computer software, data studies, and reports prepared or acquired by the Contractor under this Agreement and for which reimbursement was claimed under this Agreement. RIDE will own all tangible property and equipment acquired by the Contractor under this Agreement and for which reimbursement was claimed under this Agreement. The Contractor further understands and agrees to abide by federal regulations, requirements, and policies governing the disposition of equipment or property purchased with funds made available to the Contractor under this Agreement or with funds identified by the Contractor as matching expenditures under this Agreement. The Contractor agrees to maintain an equipment inventory list under this Agreement and to identify related equipment properly for inspection.

Article 18

Copyright. Reports or other documents produced in whole or in part under this Agreement shall either bear no copyright notice or indicate that the Contractor and RIDE are Joint Owners of the copyright.

Article 19

Rights to Inventions Made. If the award meets the definition of a “funding agreement” under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business or non-profit or organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Article 20

Publicity. The Contractor will give due credit to RIDE and the appropriate state and/or federal agencies. RIDE will be credited on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement. RIDE will give due credit to

the Contractor on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement.

Article 21

Interest of the Contractor. The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 22

Equal Employment Opportunity. The Contractor agrees to abide by applicable provisions of 41 CFR Part 60-1.4 and Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin under any program or activities undertaken in behalf of this Agreement. In addition, the Contractor agrees to establish a procedure for complaint from any person who believes that such discrimination is being practiced in any activity relating to this Agreement.

Article 23

Drug Free Workplace Policy. The Contractor agrees to maintain and enforce its Drug Free Workplace Policy. The Contractor acknowledges that a violation of the Drug Free Workplace Policy may, at RIDE's option, result in termination of this Agreement.

Article 24

Environmental Tobacco Smoke. The Contractor agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the entity and used routinely or regularly for the provision of RIDE day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are constructed, operated or maintained with such funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Article 25

Subcontracts. Any proposed subcontract under this Agreement shall be submitted to the Rhode Island Department of Elementary and Secondary Education contract officer for approval prior to execution. Failure to comply with the provisions of this article could result in denial of reimbursement for such non-approved sub contractual services.

Article 26

Department of Administration's Approval. This Agreement shall take effect upon the issuance of a purchase order by the Department of Administration's Division of Purchases.

Article 27

Licensure/Certification. The Contractor shall have any and all licenses necessary to operate his/her facility in place prior to the start date of this Agreement and for the duration of the contract period. Further, all personnel delivering RIDE services shall be licensed/certified and/or registered as required by law.

Article 28

Byrd Anti-Lobbying Amendment (45 CFR 2543.87). The Contractor must comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds including, but not limited to those covered under 31 U.S.C. Section 1352.

Article 29

Incorporation by Reference and Interpretation. The State Purchasing Act, the State Purchasing Regulations and the State of Rhode Island Office of Purchases General Conditions of Purchase are incorporated herein by reference, hereinafter collectively referred to as the State's General Conditions of Purchase. This Agreement consists of the following contract documents: (a) this Agreement; (b) the Proposal and (c) the RFP and Purchase Order, all of which may be collectively referred to throughout this Agreement as "Contract Documents." In the event any conflict shall arise among the provisions of the foregoing documents, said conflict shall be resolved by giving priority to the documents in the order set forth above.

Article 30

Laws of Rhode Island and Venue. It is expressly agreed by the Parties that this Agreement shall be governed by the laws of the State of Rhode Island. Jurisdiction and venue for any and all legal actions, whether arising in law and/or equity, shall be brought in the Rhode Island Superior Court, in, with, and for the County of Providence, State of Rhode Island.

Article 31

Suspension and Debarment. Non-federal entities are prohibited by Federal Executive Orders 12549 (3 CFR 1986 Comp., p.189) and 12689 (3 CFR 1989 Comp., p. 235) from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. By signing this Agreement the Contractor certifies that the organization and its principals are not suspended or debarred, proposed for disbarment, declared ineligible, or voluntarily excluded by any federal agency from federal procurement and non-procurement programs.

Article 32

Davis-Bacon Act. For prime construction contracts in excess of \$2,000, the Contractor must comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Article 33

Contract Work Hours and Safety Standards Act. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with the Contract Work

Hours and Safety Standards Act (40 USC 3702-3704, as supplemented by the Department of Labor regulations (29 CFR Part 5)).

Article 34

Clean Air and Federal Water Pollution Control Acts. For contracts in excess of \$150,000, the Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

Article 35

Recovered Materials. The Contractor must comply with the Section 6002 of the U.S. Environmental Protection Agency's Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (October 21, 1976) which encourages the use of recovered materials and promotes buy-recycled efforts.

SECTION II

I. BACKGROUND/OVERVIEW/PURPOSE

II. SCOPE OF THE WORK

III. PAYMENT TERMS

APPENDIX C

PARCC State Contracting Requirements

Information on the individual PARCC state contracting terms and conditions can be found at the following sites by copying the URL addresses into your browser, as well as each of the respective states Department of Education websites.

- **Colorado Department of Education**
<http://www.cde.state.co.us/dataprivacyandsecurity/contracttemplatewithpii10142016>
- **District of Columbia Department of Education**
<http://dc.gov/page/contracts-and-procurement>
- **Illinois Department of Education**
<https://www.illinois.gov/cms/business/procurement/Pages/default.aspx>
- **Maryland State Department of Education**
www.maryland.gov/pages/business.aspx?view=Procurement
- **New Jersey Department of Education**
<http://www.state.nj.us/education/purchasing/>
- **New Mexico Public Education Department**
<http://www.generalservices.state.nm.us/statepurchasing/>

Additional information can be found on the Department of Education websites for the States of Colorado, District of Columbia, Illinois, Maryland, New Jersey and New Mexico. Rhode Island Department of Education terms and conditions are included herein.

APPENDIX D

Assessment Development, Content Management and Technical Services RFP

The following are relevant resources and information for the final RFP for the PARCC Assessment Development, Content Management and Technical Services. Additional information and resources can be found at www.parcconline.org

Relevant resources may include:

- [PARCC College- and Career-Ready Determination Policy and Policy-Level PLDs](#)
- [PARCC Style Guide](#)
- [PARCC Item Development Technical Guide](#)
- [PARCC ELA Test Specification Documents](#)
- [PARCC Mathematics Test Specification Documents](#)
- [PARCC Accessibility Features and Accommodations Manual](#)
- [Resource for Administration of PARCC Assessment](#)
- [PARCC Data Privacy and Security Policy Information](#)
- [PARCC Available Practice Assessments](#)
- [PARCC Available Item Bank](#)
- [PARCC Released Items](#)
- [PARCC Resource on Technology Readiness](#)
- [Information about PARCC Score Reports](#)
- [PARCC Performance Levels](#)
- [Current PARCC Advisory Groups and Committees](#)

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ATTACHED ARE THE FOLLOWING DOCUMENTS REQUIRED BY THE STATE OF ILLINOIS:

1. Financial Disclosures and Conflicts of Interest
2. Standard Certifications
3. Specific Terms and Conditions

STATE OF ILLINOIS

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Assessment Development, Content Management and Technical Services for the Partnership for Assessment Readiness for College and Careers (PARCC) Attachment IL-B

The Financial Disclosures and Conflicts of Interest form (“form”) must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor’s Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Click here to enter text.
Illinois Procurement Bulletin Number	Click here to enter text.
Contract Number	Click here to enter text.
Vendor Name	Click here to enter text.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Click here to enter text.
Disclosing Entity’s Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: [Click here to enter text.](#)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 7 POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: [Click here to enter text.](#)

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

STEP 8 DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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Please explain the procurement relationship: [Click here to enter text.](#)

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: [Click here to enter text.](#)

Signature: _____

Date: [Click here to enter text.](#)

Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

**Assessment Development, Content Management and Technical Services for the Partnership for Assessment
Readiness for College and Careers (PARCC) Attachment IL-A**

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended by Pub. Act No. 97-0895 (August 3, 2012)*.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following two certifications by checking the appropriate box.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

33. Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

STATE OF ILLINOIS

Assessment Development, Content Management and Technical Services for the Partnership for Assessment Readiness for College and Careers (PARCC) Specific Terms and Conditions

1. Participating Addendum executed by the State of Illinois will be designated as available to governmental units in Illinois. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any Participating Addendum, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any Participating Addendum executed by the State of Illinois is contingent upon and subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any Participating Addendum, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.
5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any Participating Addendum must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor's invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any Participating Addendum. The State of Illinois does not waive sovereign immunity.
6. Any Vendor with a Participating Addendum must complete the Standard Certifications herein attached as Attachment IL-A.
7. Vendor with a Participating Addendum must complete the Financial Disclosures and Conflicts of Interest herein attached Attachment IL-B.

STATE OF ILLINOIS

**Assessment Development, Content Management and Technical Services for the Partnership
for Assessment Readiness for College and Careers (PARCC) Specific Terms and Conditions**

SIGNATURE

State of Illinois

Printed Name and Title

Signature

Date