

REQUEST FOR PROPOSALS



**English Language Arts and Mathematics Grades 3-8;
Science Grades 5 and 8; and
High School Algebra I, English II and Biology
Alternate Assessments for Students with
Significant Cognitive Disabilities**

**Mississippi Department of Education
Office of Student Assessment
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Date: May 4, 2015

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Tentative Timeline

English Language Arts and Mathematics Grades 3-8; Science Grades 5 and 8; and High School Algebra I, English II and Biology Alternate Assessments for Students with Significant Cognitive Disabilities

May 4, 2015	Release RFP
May 4, 2015 May 11, 2015	Advertisement dates in The Clarion Ledger
May 4, 2015	Mail, email, and post to MDE website
May 13, 2015	Deadline for RFP questions
May 15, 2015	Deadline for program office response to questions and posting to website
June 1, 2015	Proposals due by 3:30 p.m. Central Time (CT) to Procurement
June 2-5, 2015	Evaluation of Proposals
June 18-19, 2015	Contract to Mississippi Board of Education
July 21, 2015	Contract to Personal Service Contract Review Board (PSCRB)
August 1, 2015	Contract Start Date
August 1, 2015- June 30, 2016	Term of Initial Contract

REQUEST FOR PROPOSALS – Mississippi Department of Education

English Language Arts and Mathematics Grades 3-8; Science Grades 5 and 8; and High School Algebra I, English II and Biology Alternate Assessments for Students with Significant Cognitive Disabilities

The Mississippi Department of Education (MDE) through the Office of Student Assessment is soliciting competitive written proposals from qualified vendors for administering Alternate Assessments for English Language Arts (ELA) and Mathematics for Grades 3-8, Science for Grades 5 & 8 and High School Algebra I, English II and Biology for Students with Significant Cognitive Disabilities. The Individuals with Disabilities Education Act (IDEA) Section 300.160.C and No Child Left Behind (NCLB) both require an alternate assessment be provided based on alternate achievement standards for students with Significant Cognitive Disabilities (SCD) who by nature of their disability cannot access the general education standards.

A. REQUEST FOR INFORMATION

Questions concerning the RFP should be sent to: mhall@mde.k12.ms.us.

The deadline for submitting written questions by email is May 13, 2015. Copies of all questions submitted and the responses will be posted to MDE's website www.mde.k12.ms.us under the Public Notices section and will be available to the general public by May 15, 2015.

B. DUE DATES FOR PROPOSAL

One (1) original proposal with one (1) CD or USB flashdrive and nine (9) copies and nine (9) CDs or USB flashdrives in a "read only" PDF format must be received by 3:30 p.m. Central Time (CT) on Monday, June 1, 2015 at the following address based upon the delivery method used:

Hand Deliver Proposals to:

Lorraine Wince
Office of Procurement
Mississippi Department of Education
Central High School, Suite 307
359 North West Street
Jackson, MS 39201

Mail Proposals to:

Lorraine Wince
Office of Procurement
Mississippi Department of Education
Post Office Box 771
Jackson, MS 39205-0771

Ship Proposals to: (FedEx UPS, etc.)

Lorraine Wince
Office of Procurement
Mississippi Department of Education
359 North West Street
Jackson, MS 39201

C. RESPONSIBILITY OF THE OFFEROR

- Ensure that the competitive proposals are delivered by the deadline and assumes all risks of delivery.
- At the time of receipt of the proposals, the proposals will be date stamped and recorded in Suite 307 of the Central High School Building (the MDE).
- Proposals and modifications received in the room after the time designated in the RFP will be considered **late** and will not be accepted or considered for award.
- Incomplete proposals will not be evaluated and will not be returned for revisions. No late, faxed or emailed copies will be accepted.
- Proposals that do not include the required number of copies will not be evaluated.
- Proposals that do not include the required CDs or USB flashdrives will not be evaluated.
- The proposal transmittal form must be signed by an authorized official to bind the Offeror to the proposal provisions.

D. SCOPE OF WORK AND RESPONSIBILITIES

Introduction

The Mississippi Department of Education (MDE) through the Office of Student Assessment is soliciting competitive written proposals from qualified vendors to administer an English Language Arts and Mathematics Grades 3-8; Science Grades 5 and 8; and High School Algebra I, English II and Biology Alternate Assessments for students with Significant Cognitive Disabilities that are completely aligned to the state's adoption of the 2013 [Dynamic Learning Maps Essential Elements \(DLM-EE\) for ELA and Mathematics](#) and the state's adoption of the 2014 [Mississippi Extended Science Frameworks](#) (MESF) and any updates or revisions to said standards. Please [click here](#) to access. The Individuals with Disabilities Education Act (IDEA) Section 300.160.C and No Child Left Behind (NCLB) both require an alternate assessment be provided based on alternate achievement standards for students with Significant Cognitive Disabilities (SCD) who by nature of their disability cannot access the general education standards. The first year in which the assessments will be administered is the 2015-2016 school year.

MDE's primary goal with respect to test design is ensuring that the alternate assessments measure student mastery of the Mississippi Alternate Achievement

Standards, and accomplishes this in the most cost-effective way. The MDE requires that the test administration not be longer than the amount of time currently spent for testing in the state.

The Request for Proposals (RFP) includes programmatic, technical, and psychometric activities for each of the following components of the new state alternate assessments:

Component 1

- Mississippi Alternate Assessments in Grades 3 - 8
 - English Language Arts (ELA)
 - Mathematics

Component 2

- Mississippi Alternate Assessments in Science
 - Grade 5
 - Grade 8

Component 3

- Mississippi Alternate Assessments for High School
 - Algebra I
 - English II
 - Biology

The Offeror must address the work requirements and work activities for all three components. In addition, the Offeror must bid on all three components and include a total cost for the entire program.

All services related to test design, item development and review; item banking, test production, test administration, data files, and score reports for the MDE are the responsibility of the Offeror selected under this RFP.

It is the MDE's intent to have an assessment in Year 1 that has quality items in which the Offeror can provide a strong basis to ensure that proper alignment to Mississippi's Alternate Achievement standards is evident. The assessments used in Year 1 must allow for field testing of new items and result in reliable and valid scores that will be reported for accountability purposes. The MDE expects field test items to be developed and appear alongside operational items in Year 1 to allow for a customized assessment in years 2-10. In Years 2-10, the Offeror must propose customized assessments for all components.

It is crucial that tests for each of the components be ready for use in the 2015-2016 school year. Off the shelf products will not be considered acceptable by the MDE unless they are aligned with the alternate achievement state standards and all requirements as specified in this RFP.

Test development procedures should include review and revision of proposed test and item specifications, review of test blueprints, and review and evaluation of items and texts available for use on the test (item development plan). All phases of test

development shall use accepted validity, reliability and other testing principles including Universal Test Design. A plan for complete data review of field-tested items should be delineated. The plan should include a proposed operational timeline and the resources that they would require from MDE (e.g., “need X number of educators for Y number of days to do Z amount of item review, need X staff from MDE for Y days to review operational plans”, etc...). MDE must approve all items and the test forms before they become operational.

The Offeror’s response to this RFP should cover all tasks necessary for the following: item/test development; assessment delivery system (online, constructed test items, portfolio, etc.); test administration; technical support; psychometric analysis, research and technical activities; customer service; processing, scoring and reporting; test security; quality assurance, training and support; and general program management. See Attachment D, Section 2.0 for technical requirements. The MDE shall provide project management oversight and will be available to the successful contractor as needed.

Scope of Work Overview

In this section of the RFP, an overview of the assessment components is presented and details of the Scope of Work (SOW) are provided for English Language Arts (ELA) and Mathematics for Grades 3-8, Science for Grades 5 & 8 and High School Algebra I, English II and Biology Alternate Assessments.

This section provides details of the scope of work and technical requirements for the state’s alternate assessments and the expectations that the Offeror should meet in its response to the RFP. An overview of the project components are listed below. Services will include, but are not limited to the following:

Test Administration – The Offeror will be responsible for the administration of the alternate assessments in English Language Arts, Mathematics and Science. Administration of the assessments includes hosting, system administration, help desk support, provision of user manuals, and provision of print-ready reporting files. Additionally, the Offeror will provide program management support services to ensure the smooth functioning of the Alternate Assessment program. Additionally, the system must be available from 8:00 a.m. – 5:00 p.m. Central Time (CT) Monday through Friday.

Enhancement of Test Content – The Offeror will be responsible for ongoing test development to enhance and replenish the assessment pools for the alternate assessments in English Language Arts (ELA) and Mathematics for Grades 3-8, Science for Grades 5 & 8 and High School Algebra I, English II and Biology.

Professional Development & Standard Setting – The Offeror will propose a professional development program that includes training and materials designed to help educators and parents understand how to use the Alternate Assessment System. In addition, the Offeror will be responsible for all costs associated with meeting logistics –

meeting rooms, hotel rooms for committee members, meals, mileage, teacher stipends or substitute reimbursement, travel for Offeror program team and content personnel, shipping costs, and on-site shredding of secure materials after the meetings.

Test Development & Item Authoring – The Offeror will be responsible for the test development and item authoring for the content areas of English Language Arts (ELA) and Mathematics for Grades 3-8, Science for Grades 5 & 8 and High School Algebra I, English II and Biology; therefore, the alternate assessment should be aligned as follows:

- Mathematics (grades 3-8 and high school) should align to the major themes of the DLM-EEs. (See the link provided on page 4 for the Mathematics Claims and Conceptual Areas).
- English Language Arts each grade level (grades 3-8 and high school) should align to the major themes of the DLM-EEs. (See the link provided on page 4 for the ELA Claims and Conceptual areas).
- Science (grades 5, 8 and high school) should align to the major themes of the MESF (See the link provided on page 4 for the MESF).

E. TIME FRAME

The anticipated initial contract period will be from August 1, 2015 through June 30, 2016 with nine one-year renewals for a total of no more than 119 (one hundred nineteen) months.

Renewal of contract for subsequent years will be determined annually and shall be contingent upon successful completion of the services in the preceding year's contract and a performance-based evaluation.

A contract will be awarded to the vendor whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth in the RFP.

F. TYPE OF CONTRACT

It is anticipated that this contract will be a fixed price contract with payment made upon completion of tasks identified within the proposal.

G. CONTRACTOR REQUIREMENTS

The contractor will be responsible for all tasks required to complete the project as described in the Scope of Work. It is anticipated that this shall include, but not be limited to:

- Contract Management and Planning
- Development of items, forms, and materials

- Enrollment and pre-identification
- Online System Support and Training, if applicable
- Receiving and scanning
- Processing, Scoring and Reporting
- Professional Development Training and Support
- Psychometrics
- Quality Assurance and Control
- Test Security
- Help Desk / Customer Service

H. MISSISSIPPI DEPARTMENT OF EDUCATION

The specific responsibilities of the MDE are as stated below:

- Provide a contact person to work with the Offeror to ensure quality control,
- Review and approve timeframes and work plans, and
- Provide available information to assist the contractor.

I. MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The Offeror will provide one person who will be responsible for all activities required to fulfill said contract. This individual will be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the RFP.

The MDE will also designate one representative who will act as the primary contact for this office. This representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the RFP.

J. TERMINATION IN EVENT OF EMPLOYMENT

Contract will be terminated immediately if Contractor becomes an employee of MDE and is only subject to payment of services prior to the effective date of employment at MDE.

K. MEMORANDUM OF UNDERSTANDING

The execution of a Memorandum of Understanding (MOU) will be required prior to the release of any student level data by the Mississippi Department of Education. Failure to adhere to the provisions of the MOU may result in termination of the contract and/or may result in denial of subsequent renewal requests.

L. ETHICS

In compliance with State law, Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual,

professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on a MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for MDE.

M. AVAILABLE BUDGET

Because of the scope of this project we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. In an effort to assure a fair and equitable evaluation and award we will advise potential contractors of the funds available. It is anticipated that this will allow the proposers to explain exactly what the State will receive for this amount of funds and will allow evaluators to determine the best proposal based upon the qualifications and the description of what the State will receive in exchange for this amount.

The Offeror must bid on all three components, and include a total cost for the entire program. A budget summary form (Attachment E) is provided for Offerors to complete and submit as part of the proposal requirements. Below is a chart containing student enrollment for school year 2012-2013 and 2013-2014 for English Language Arts, Mathematics, Science, Algebra I, English II and Biology for informational purposes.

Please note if the enrollment number for each school year is less or more it must not result in a change in costs.

School Year 2012-2013		School Year 2013-2014	
Grade	Count	Grade	Count
3	465	3	477
4	522	4	515
5	519	5	567
6	489	6	531
7	535	7	508
8	468	8	532
9	507	9	505
10	418	10	505
11	444	11	426
12	759	12	718
Total	5126	Total	5284

For FY 2015-2016:

- Algebra I will be taken by students in grades 9, 10, 11 and 12
- English II will be taken by students in grades 10, 11 and 12
- Biology will be taken by students in grades 11 and 12

For FY 2016-2017 and forward:

- Algebra I will be taken by students in grade 9
- English II will be taken by students in grade 10
- Biology will be taken by students in grade 11

N. DELIVERABLES AND LIQUIDATED DAMAGES

Deliverables and Liquidated Damages - All deliverables are subject to liquidated damages. The Successful Offeror shall alert MDE as soon as it believes a deliverable subject to liquidated damages is at risk of not meeting its delivery date. MDE must be notified whenever the Mississippi contract is included in Successful Offeror's internal meetings focused on programs at-risk.

- a. The parties to this agreement recognize the importance of a timely and accurate assessment system for the Mississippi Department of Education, districts, schools, students, and parents of students. The parties agree that the Offeror's failure to complete work tasks both correctly and on time may result in injury to MDE, but the amount of damages resulting from such injury cannot be calculated with certainty. Therefore, the parties agree to the following liquidated damages for Offeror's failure to achieve Key Deliverables.
- b. Test materials reasonably containing Critical Errors shall be considered late and are subject to liquidated damages of **\$10,000 per deliverable** past the due date until corrected materials are provided. Critical Errors are those that reasonably render the deliverable substantially unusable by MDE, as determined by MDE. After seven (7) days if any district has not received these test materials free of Critical Errors (Test booklets for the Writing Components, Braille, Large Print, District Test Coordinator / School Test Coordinator Manual, and Test Administration Manual, along with Tutorials Available for District Use) necessary for a secure and standard administration is delayed past the original or negotiated due date, the Offeror will be subject to \$15,000 liquidated damages fee.
- c. Delivery of the score reports and data files for students, schools, districts and the state that have Critical Errors shall be considered late and are subject to liquidated damages of **\$25,000 per deliverable** past the due date, and if the deliverable is not provided after 7 days, the Offeror will be subject to liquidated damages of **\$50,000 per deliverable**. In addition, after seven (7) days if the data files or score reports (Individual Student Level File(s), Individual Student Level File Electronic Reports, Individual Student Hard Copy Score Reports, State Level File(s), District Level File(s), District Electronic Reports, School Level File(s), School Electronic Reports) contain Critical Errors for administering tests or reporting of test results and is delayed past the original or negotiated due date, the Offeror will be subject to either \$25,000 or \$50,000 per liquidated damages fee.

- d. The Test Delivery System Demonstration and Test Delivery System Available for District Installation/Download shall also be subject to either **\$10,000** or **\$25,000** liquidated fee.
- e. The delivery of a test administration/delivery system that has Critical Errors shall be considered late and are subject to liquidated damages of **\$25,000** and after 7 days are subject to liquidated damages of **\$50,000**.
- f. If Offeror's test delivery (online, constructed test items, portfolio, etc.) is not operating/available at an acceptable level and not able to be used for actual test delivery on the scheduled date, it will be considered a breach of the contract and a penalty of **\$100,000** will be assessed, with the contract subject to termination.
- g. Deliverables shall be considered late if not received by or before 4:30 p.m. Central Time on the date specified. The Offeror assumes all risks incurred in its selection of a delivery method, including but not limited to electronic transfer (e-mails, facsimile, etc.). To the extent that the Offeror's delay or nonperformance is excused, liquidated damages shall not be due the State. Nonperformance shall be defined as Offeror's failure to deliver the Deliverables subject to Liquidated Damages free of Critical Errors by the due date specified in the Table (which may be amended by agreement of Offeror and MDE.) Critical Errors are those that reasonably render the deliverable substantially unusable by MDE, as determined by MDE.
- h. To the extent that failure to timely and correctly complete a key deliverable is caused by or would not have occurred but for acts or failures to act by the State, MDE, Local Education Agency's, or by a third party outside the control of Offeror, Liquidated Damages shall not be assessed.
- i. The key deliverables that are subject to LDs are listed below.

Assessment Deliverables Subject to Liquidated Damages

Deliverable	Deliverable Date
Item Bank	No later than xx months prior to testing
Non-secure Materials In District (e.g., Test Administration Manual, District Test Coordinator and School Test Coordinator Manuals, Teacher Guides)	No later than xx months prior to testing
Secure Materials In District (e.g., Test Forms)	No later than xx weeks prior to testing
Online Tutorials Available for District Use	No later than xx weeks prior to testing
Test Delivery System Demonstration	No later than xx months prior to testing
Test Delivery System Available for District Installation/Download	No later than xx months prior to testing
Conduct Standard Setting	No later than xx weeks after testing
Reporting (Electronic): State, District, School,	No later than xx months after testing

Class, and Student Level File Score Reports Posted	
Reporting (Hard Copy): District, School, Class, and Student (Two Copies) Level File Score Reports in District	No later than xx months after testing
Technical Report – Final version to MDE	No later than xx months after testing

Note: All dates will be negotiated with the winning Offeror by MDE once the work plans and schedules have been developed.

O. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL

The proposal will consist of seven parts: Part I – Proposal Transmittal Form; Part II – Vendor Profile; Part III – Production Proposal; Part IV – Budget; Part V – Standard Terms and Conditions; Part VI – Prospective Contractor’s Representation Regarding Contingent Fees Form and Part VII – Proprietary Information Form.

The proposal shall be prepared in 12-point Arial font, double spaced, three-hole punched in a three-ring binder with labeled tabs for each of the seven above listed parts. Proposals shall be prepared with no staples, clips or rubber bands. Proposals and all sample material must fit in a three-inch (3”) three-ring binder.

There is no limit on the number of pages for the proposal; however, Offerors are expected to be precise and succinct in their writing.

- **Part I** is the Proposal Transmittal Form, (Attachment A) which shall serve as the cover page of the Offeror’s proposal. The Offeror shall complete the form and attach to the proposal in response to the RFP.
- **Part II** is the Vendor Profile, which shall provide satisfactory evidence of the vendor’s capability to manage and coordinate the types of activities and to provide the services described in this RFP in a timely manner. Special attention should be given to the qualifications listed in the Qualifications section of this RFP. A discussion shall include a description of the vendor’s background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included. A minimum of three (3) references shall be provided. Samples of previous work may be included.
- **Part III** is the Production Proposal that shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of Part I and Part II of this RFP. The proposal must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included. Offerors must designate those portions of the proposals which contain trade

secrets or other proprietary data which may remain confidential in accordance with section 25-61-9 and 79-23-1 of the Mississippi Code.

- **Part IV** is the Budget that shall include the cost proposal and must encompass all requirements of this RFP. In order to be considered, vendors must submit a proposal that includes the budget narrative/cost proposal that addresses all costs for services, expenses, and products specified in the RFP. The budget narrative is a maximum cost. The MDE will not pay any costs above this amount. A detailed budget narrative shall be included. Indirect costs will not be allowed. The budget narrative should include all costs associated with the project. A unit price shall be given for each service and such unit price shall be the same throughout the proposal. The Budget Summary form shall be completed and shall accompany the proposal (Attachment E).
- **Part V** is the Standard Terms and Conditions section where the Vendor shall indicate agreement with the terms and conditions as set forth on pages 17-27 of the RFP. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal.
- **Part VI** is the Prospective Contractor's Representation Regarding Contingent Fees Form (Attachment B) which must be completed and attached to the proposal in response to the RFP.
- **Part VII** is the Proprietary Information Form (Attachment C) which must be completed and attached to the proposal in response to the RFP. Offerors must designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with section 25-61-9 and 79-23-1 of the Mississippi Code.

P. ACCEPTANCE OF PROPOSALS

The Mississippi Department of Education reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the Department. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

Q. REJECTION OF PROPOSALS

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Personal Service Contract Review Board regulations. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsive.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is unreasonable.
9. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the RFP.
10. The Offeror did not complete and/or sign the required attachments and include as part of proposal submission.

EXCEPTIONS:

The MDE reserves the right to reject any and all proposals, to negotiate with the best proposed Offeror to address issues other than those described in the proposal, to award a contract to other than the low Offeror, or not to make any award if it is determined to be in the best interest of the MDE.

R. DISPOSITION OF PROPOSALS

All submitted proposals become the property of the Mississippi Department of Education and will not be returned to Offeror.

S. CONDITIONS OF SOLICITATION

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the MDE to execute a contract with any other party.

The Offeror shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the RFP shall be in writing.
2. The MDE will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.
3. The award of a contract for any proposal is contingent upon the following:
 - Favorable evaluation of the proposal,
 - Approval of the proposal by the Office of Student Assessment, Mississippi Department of Education,
 - Successful negotiation of any changes to the proposal as required by MDE,

- State Board of Education approval, if required, and
 - Personal Service Contract Review Board approval, if required.
4. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially. Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.
 5. The MDE reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the State as provided by the Personal Service Contract Review Board.
 6. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of State personnel directly serving the procurement activity.
 7. Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Mississippi Department of Education by the time and at the place specified for receipt of bids.
 8. The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other bidder, Offeror or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid prices.

T. LEGAL AND TECHNICAL SUPPORT

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard

to Contractor's activities under this contract without additional charges to the MDE or the State.

U. QUALIFICATIONS

The Offeror shall provide the following minimum information:

- The name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the Offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposal;
- The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal; and,
- A plan giving as much detail as is practical explaining how the services will be performed.

V. CRITERIA FOR EVALUATION OF PROPOSALS

The MDE reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDE.

Proposals submitted by the specified time and containing the seven parts described in the Format and Procedure for Delivery of Proposal section shall be evaluated by an Evaluation Committee selected by the MDE. The specific criteria that will be used in evaluating the merits of the proposals are listed below. The proposal will be evaluated by two levels. Level One will be the Evaluation of the proposal and Level Two will be the live demonstration. The criteria are weighted to yield a total of **150 points** and shall include the following:

Level One Evaluation

1. Plan for performing the required services – 25 points

- Assessment Delivery System (online, constructed test items, portfolio, etc.) - 15 points
- Test Administration & Test Development – 10 points

2. Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services – 30 points

- General Specifications and Vendor Capacity – 20 points
- Customer Service Plan – 10 points

3. Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting – 20 points

- Processing, Scoring and Reporting – 10 points
- Training and Support – 10 points

4. Record of past performance of similar work – 10 points

- General Project Management – 10 points

5. Price – 15 points

A formula will be applied to determine the points awarded to each offeror. Points will be given based on the Offeror's costs in relation to the low bid and the appropriateness of the Offeror's cost to administer and deliver the program.

- Budget – 15 points

Level Two Demonstration

Demonstration – 50 points

Each Offeror's delivery systems must be presented during a live demonstration at MDE here in Jackson, MS at the Offeror's expense and be further evaluated on the following components with the points indicated below:

- Ease of use for English Language Arts Assessment System– 8 points
- Ease of use for Mathematics Assessment System– 8 points
- Ease of use for Science Assessment System– 8 points
- District & School Level Administrative Tools – 20 points
- Scoring, Data Analysis and Reporting Tools – 6 points

Awards shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team will be forwarded to the State Board of Education (if applicable), and the Personal Service Contract Review Board (if applicable) for approval.

W. POST-AWARD VENDOR DEBRIEFING

Vendors will be given the opportunity to request a debriefing. Upon notification of intent to award or notification of unsuccessful bidder, Offeror, vendor will have three (3) business days to request a post-award debriefing in writing, by U.S. mail or electronic submission. At a minimum, the debriefing should occur within five (5) business days after receipt of the vendor request. The debriefing shall include the following:

- (1) Evaluation of significant weaknesses or deficiencies in the proposal;
- (2) Overall evaluated cost or price and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) Overall ranking of all vendors, when any ranking was developed by the agency during the selection process;

- (4) Summary of the rationale for award; and,
- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

X. STANDARD TERMS AND CONDITIONS

Certain terms and conditions are required for contracting. Therefore, the Offeror shall assure agreement and compliance with the following standard terms and conditions.

1. ACCESS TO RECORDS

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

3. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

4. AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or

prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

5. COMPLIANCE WITH LAWS

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

6. INDEPENDENT CONTRACTOR

Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

7. COPYRIGHTS

Contractor agrees that MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

8. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.* (1972, as amended).

9. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

- (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (6) is disclosed with the disclosing party’s prior written consent.

10. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

11. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 E Capitol Street, Suite 800, Jackson, MS, 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

12. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

13. REPRESENTATION REGARDING GRATUITIES

The bidder, Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

14. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15. STOP WORK ORDER

(1) *Order to stop work:* The procurement officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) *Termination of Stopped Work.* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) *Adjustment of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

16. TERMINATION FOR DEFAULT

- (1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the procurement officer may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the procurement officer, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MDE has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the MDE shall be at the contract price. The MDE may withhold from amounts due Contractor such sums as the procurement officer deems to be necessary to protect the MDE against loss because of outstanding liens or claims of former

lien holders and to reimburse the MDE for the excess costs incurred in procuring similar goods and services.

- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the procurement officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

Upon request of Contractor, the procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the MDE under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).

- (5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MDE, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

17. TERMINATION FOR CONVENIENCE

- (1) *Termination.* The procurement officer may, when the interests of the MDE so require, terminate this contract in whole or in part, for the convenience of the MDE. The procurement officer shall give written notice of the termination to

Contractor specifying the part of the contract terminated and when termination becomes effective.

- (2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The procurement officer may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. PRICE ADJUSTMENT

- (1) *Price Adjustment Methods.* Any adjustment in contract price, pursuant to a clause in this contract shall be made in one or more of the following ways:
 - (a) by agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the contract;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - (d) by the price escalation clause.
- (2) *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

19. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets

the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

20. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

21. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

22. PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands

and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

23. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Board of Education and/or the Personal Service Contract Review Board does not approve this contract.

24. PERSONNEL

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

25. CONFIDENTIALITY

Contractor shall agree to assure the confidentiality of any records obtained from the MDE as required by state and federal privacy laws. No information, documents or other material provided to or prepared by Contractor deemed confidential by MDE pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the MDE. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor shall rest with Contractor.

26. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate the members of the Mississippi Board of Education, the MDE, and its commission members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

27. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(3) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

28. PRIORITY

The contract consists of this agreement, the MS Department of Education's Request for Proposal for English Language Arts and Mathematics Grades 3-8; Science Grades 5 and 8; and High School Algebra I, English II and Biology Alternate Assessments (hereinafter "RFP" and Attachment 1), and the response proposal by the Contractor dated June 1, 2015 (hereinafter "Proposal" and Attachment 2). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or Attachments 1 or 2 shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

29. NOTICES

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor:
For the Agency:

30. PERFORMANCE BOND

Within ten (10) days of the execution of the contract and prior to commencement of services under this agreement, Contractor shall provide the Mississippi Department of Education with a Performance Bond in the amount of this agreement, which bond shall be maintained for the prompt and faithful performance of all Contractor's obligations under this agreement by a surety or sureties that are acceptable to the Mississippi Department of Education.

**ATTACHMENT A
PROPOSAL TRANSMITTAL FORM**

**English Language Arts and Mathematics Grades 3-8; Science Grades 5 and 8; and
High School Algebra I, English II and Biology Alternate Assessments for Students
with Significant Cognitive Disabilities**

Name of Offeror: _____

Contact Person: _____

Title: _____

Location of Offeror's Principal Place of Business:

Location of Place of Performance (if different from above):

Phone Number: _____ **Fax Number:** _____

Mailing Address: _____

By my signature below, I hereby represent that I am authorized to and do bind the Offeror to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions set forth in the Request for Proposals (RFP). Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

Authorized Signature Date

Proposal Due Date: June 1, 2015, 3:30 p.m., Central Time (CT)

**Mississippi Department of Education: Office of Procurement
ATTENTION: Lorraine Wince**

**English Language Arts and Mathematics Grades 3-8; Science Grades 5 and 8; and
High School Algebra I, English II and Biology Alternate Assessments for Students
with Significant Cognitive Disabilities**

See page number 3 for delivery addresses.

ATTACHMENT B

PROSPECTIVE OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES

English Language Arts and Mathematics Grades 3-8; Science Grades 5 and 8; and High School Algebra I, English II and Biology Alternate Assessments for Students with Significant Cognitive Disabilities

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has () or has not () retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Offeror Signature

Date

Title of Request for Proposal

*Please check appropriate response

ATTACHMENT C

PROPRIETARY INFORMATION

English Language Arts and Mathematics Grades 3-8; Science Grades 5 and 8; and High School Algebra I, English II and Biology Alternate Assessments for Students with Significant Cognitive Disabilities

The enclosed proposal does () or does not () contain trade secrets or other proprietary data which the Offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

If the enclosed proposal does include pages that the Offeror wishes to designate as proprietary, please list page numbers below.

Offeror Signature

Date

Title of Request for Proposal

*Please check appropriate response

ATTACHMENT D

Specifications Form

English Language Arts and Mathematics Grades 3-8; Science Grades 5 and 8; and High School Algebra I, English II and Biology Alternate Assessments for Students with Significant Cognitive Disabilities

The Specifications consist of six numbered sections that describe the activities that encompass this program. Each numbered requirement must be addressed and fully acknowledged and explained in the Offeror's proposal.

Item No.	Description
1.0	<u>General Specifications</u>
1.1	Vendor Profile must include the following: <ul style="list-style-type: none"> • A description of capabilities • The plan to perform the scope of work • A list of key staff along with their qualifications, work status (full- or part-time), and the amount of time they will commit to this project. • Descriptions of prior work in similar projects and references
1.2	Provide MDE with technical documentation as part of the evaluation process. The technical documentation should include, but is not limited to, the supported purposes, test development procedures, validity, reliability, accommodations and testing of students with significant cognitive disabilities (SCD) in the areas of English Language Arts, Mathematics, Science, Algebra I, English II and Biology
1.3	Provide technical support and consultation to districts and schools throughout the life of the contract.
<u>2.0</u>	<u>Assessment Delivery System (online, constructed test items, portfolio, etc.)</u>
2.1	Describe services to deliver each assessments and provide detailed information (including, where appropriate, screen shots) teacher and student log-in pages, examples of what a student sees when taking the test, how the student can navigate through the assessment, and how the student will indicate his/her response.
2.2	Present live demonstration of the delivery systems on or about June 5, 2015 so that staff and the proposal evaluators can understand what systems are being offered and what features are yet to be developed.
2.3	Upload student information at the teacher, grade or school level. School or District personnel shall have the ability to upload and reassign students to the appropriate classrooms or other instructional unit for data collection as they deem appropriate. The MDE will provide the Offeror with an electronic data file extracted from the Mississippi Student Identification System (MSIS) for the purpose of pre-populating student rosters. Schools shall have the ability to add students for whom pre-ID information was not available.
2.4	Provide a downloadable Online Test Administrator Manual.
2.5	If offered, meet the minimum system requirements for online testing: <p>Hardware</p> <ul style="list-style-type: none"> • 1 Ghz or faster processor • 1 GB RAM or greater memory • 9.7 inch (10 inch class) or larger screen size • 1024 x 768 or better screen resolution <p>Operating System</p> <ul style="list-style-type: none"> • Windows 7 • Windows 8 • Windows 8.1 or higher • Chrome OS (Chromebook) • Mac 10.7, 10.8 and 10.9 or higher <p>Browsers</p>

Item No.	Description
	<ul style="list-style-type: none"> • Internet Explorer 9 or higher • Google Chrome • Safari • Firefox <p>Networking</p> <ul style="list-style-type: none"> • Wired or wireless internet connection <p>Device Type</p> <ul style="list-style-type: none"> • Desktops, laptops, netbooks, thin clients, and tablets that meet the hardware, operating system and networking specifications
2.6	Maintain security of all individual test results. Individually identifiable student information shall be made available only to the MDE, authorized school personnel, and other authorized entities and appropriated by the MDE.
2.7	Describe the servers and server security that will store and maintain Mississippi data.
2.8	Provide access to the testing system to each school district and MDE for the purposes of administering the tests and obtaining score reports.
2.9	The system must allow student data to be transferrable if the student transfers to another school or district within the state. Offeror must explain how this process works and at what level the ‘transfer’ can be completed.
2.10	Update regular product and system as to not disrupt testing or place undue burden on MDE and district personnel.
2.11	The Assessment System must be in compliance with Section 508 and ideally with the Web Content Accessibility Guidelines 2.0. The substantive content (e.g., items) must be associated with meta-data that describes any changes that will be made to the content, display, or input method necessary to provide appropriate accommodations support to the student including Braille and American Sign Language. In addition, the overall approach must leverage the use of computer-based accessibility tools, driven by an item tagging system that will control and ensure appropriate application of those tools. All application and components of comprehensive assessment system should be APIP v1.0, QTI 2.1 and SIF 3.0 compliant.
<u>3.0</u>	<p><u>Testing</u></p> <ul style="list-style-type: none"> • Test Administration • Test Development • Development of items, forms, and materials • Enrollment and Pre-identification • Receiving and scanning • Test Security • Psychometrics • Quality Assurance and Control
3.1	For the test development and test administration process for English Language Arts, Mathematics and Science the following considerations will be the basis upon which each component will be evaluated: proposed English Language Arts, Mathematics, and Science, psychometrically sound and defensible assessment design, and ease of use and coherence with the ELA, Math, and Science components.
3.2	A PDF sample of the test administrator manual and interpretive guide to assist teachers and administrators in understanding assessment results must be included in the sample materials that accompany each proposal.
3.3	Offeror must provide support materials (guides, test administrator manuals, training power point presentations, etc.) in electronic format for MDE and district use. Formats must be appropriate for development of presentation slides, publications, and Internet web site use (including Adobe Acrobat® PDF and Microsoft Word® formats). Online test administrator manuals and interpretive guides must be provided to schools.
<u>4.0</u>	<u>Processing, Scoring, and Reporting</u>
4.1	The assessment results will be reported in a “user friendly” format. The reporting system must be designed to complement classroom instruction, to facilitate the use of assessment results to improve student achievement, and to assist in professional development.

Item No.	Description
4.2	Accurate and timely scores and score reports for the assessments will be provided according to the following specifications: <ul style="list-style-type: none"> Individual Student Reports must be provided to the district within the due date requested by MDE. Student reports will provide information that indicates areas of weakness so that teachers will be able to plan remediation and better target instructional activities.
4.3	Proposal must include sample student, teacher, school, district, and state-level score reports. After contract award, the Offeror will work with MDE on customization of all reports.
4.4	Offeror must provide its guidelines for scoring and reporting. The expectation for the error rate of data reports provided by the Offeror is zero.
4.5	When shipping test materials requiring more than one box, the Offeror will indicate the actual number of boxes that have been sent (e.g., Box 1 of 10, etc.). The proposed budget must include printing, shipping, and return of testing materials including manuals, delivery of score reports and interpretive guides.
5.0	<u>Professional Development Training, Standard Setting and Support</u>
5.1	The Offeror must provide training and support for all three assessments. Also, must include a detailed plan of action and timeline that describe how and when each of the training and support tasks will be accomplished. For the first year of the contract, the Offeror should plan to begin training in September 2015 and in subsequent years districts are trained as early as August 15 th each year. Training should be conducted in person and/or via live webinars with narrated PowerPoint presentations recorded for later viewing.
5.2	Must provide appropriate training materials for MDE to review and approve no later than two weeks prior to all trainings.
5.3	Offeror will be responsible for setting up live and/or webinar trainings at MDEs discretion and providing all materials needed for each webinar as well as manage the pre-registration process, and the set-up process for the training. Offeror will record each webinar and make available the recording in MP4 format and materials to MDE to post for later viewing on the MDE and/or iTunes U websites.
5.4	Offeror will conduct no fewer than six and no more than 12 training sessions each year of the contract. Additional trainings can be completed no later than October 30th each year unless otherwise agreed upon by MDE. All trainings will be recorded and delivered to MDE so that districts can review the training sessions throughout the school year. MDE will consider an alternate training plan which the Offeror believes provides a more systematic and coherent implementation.
5.5	Offeror will prepare for, facilitate, and conduct a minimum of one Item Review and Bias Review meeting for each school year, which will be held during the summer. There will be two committees for each item review and one bias committee for each meeting. Each committee will have up to 15 participants. Offeror will be responsible for all costs associated with meeting logistics – meeting rooms, hotel rooms for committee members, meals, mileage, teacher stipends or substitute reimbursement, travel for Offeror’s program team and content personnel, shipping costs, and on-site shredding of secure materials after the meetings.
6.0	<u>Help Desk/Customer Service, Project Management Plan and Contract Management and Planning</u>
	Offeror should respond to the requirements below with the understanding that it is MDE’s expectation that technical support for the proposed system will be provided in a responsive manner that minimizes school personnel and student burden, disruption and inconvenience.
6.1	Provide email and toll-free customer service support by trained customer service representatives. The supervisor of trained staff and trained staff will be available to answer Mississippi inquiries from 8:00 a.m. to 5:00 p.m. Central Standard Time each day. In addition, the email and toll-free support number will be staffed from 8:00 a.m. to 5:00 p.m. Central Standard Time, and these extended hours will continue until scheduled administrations are completed.
6.2	If customer service staff is not available, callers will be allowed to leave messages and calls will be returned within two hours during the week prior, the week of, and the week following test administrations.
6.3	The Offeror must be able to provide e-mail support from its customer service center. School personnel must receive a response to their e-mail within one hour for standard operational support questions which are NOT policy related that might require coordination with MDE.
6.4	Customer service staff will initiate e-mail communication in order to inform MDE and district test coordinators of approaching deadlines and deliverables, etc. However, any direct communication between the Offeror and districts that is not related to a district or school initiated support request must first be approved by the MDE.

Item No.	Description
6.5	An electronic record of all telephone calls and e-mails as well as responses given to customers must be maintained. The Offeror must include a description and provide sample reports showing how calls and emails will be logged, including the caller/e-mailer name, district, school, date and time of incoming call/email, summary of issue, resolution, and date and time of resolution. This electronic record shall be in a format (e.g., a database) so that MDE can sort by district, school, date, etc. This will allow MDE to determine the frequency of issues that arise before, during, or after assessments. The electronic record will also be used to produce a frequently asked questions (FAQ) document and/or to inform future trainings.
6.6	All communication (calls, faxes, e-mails, etc.) received and made by customer service staff will be noted in a monthly report sent to the MDE (specifically to the Office of Student Assessment). The report must note the time and date of the communication, the person making the communication, the nature of the communication, the resolution of the issue addressed by the communication, and the length of time from problem notification to resolution.
6.7	All communications not related to a district or school initiated support request by the Offeror must be pre-approved by MDE. This includes both written communications and oral scripts used when customer service representatives must contact district staff. Additionally, customer service staff may be asked to initiate e-mail communications in unusual circumstances by MDE.
6.8	The Offeror must create and administer at least one annual customer feedback survey. The survey will record feedback on customer satisfaction with ordering, fulfillment, security, receiving, returning and other criteria consistent with best business practices. Must also be responsible for compiling responses. The feedback surveys will be available to MDE for review, as well as to be used in planning for the next year's program. Sample surveys used by the Offeror in the past may be included in an attachment. The contractor will send the survey to the target groups no later than May 15 th each year.
6.9	The Offeror must respond to MDE calls and email immediately, not to exceed thirty minutes the week prior, the week of, and the week after test scheduled administrations. Calls and email from the MDE outside the timelines state above will be responded to within twenty-four hours.
6.10	Communication between the Offeror and MDE personnel is essential. The Offeror will provide a point of contact for telephone calls, conference calls, facsimile correspondence, e-mail, and other communication procedures. The successful Offeror will provide toll-free numbers for telephone communication.
6.11	Must include a detailed plan of action and a timeline that describes how each of the tasks related to project management will be accomplished.
6.12	Offeror will assign one person to function as the Program Manager, which will be responsible for all activities required by the project and will serve as the main contact person between the Offeror and MDE. The Program Manager will have the authority to make decisions and commitments on behalf of the company. MDE reserves the right to interview and approve the Program Manager and/or significant staff selected by the Offeror and has the right to request that the Program Manager be replaced if the MDE determines that Program Manager has not been successful.
6.13	At a minimum, a weekly conference phone call between pertinent MDE staff and the Offeror's key staff shall be held between in-person project meetings to keep MDE current on project status, discuss issues as they arise, and to plan upcoming activities.
6.14	Semi-annual planning meetings between MDE staff and representatives of the Offeror are required. Those persons directly involved with the various components of the project must be available for technical assistance and discussion at the expense of the Offeror for at least two planning/work sessions per contract period. The Offeror shall plan and bear all costs for all planning meetings.
6.15	The Offeror's key contact person will produce the meeting minutes and all action items identified during each meeting and will submit the report to MDE no later than two weeks following each meeting.
6.16	The Offeror must provide a status report of all work completed during the months that invoices are submitted to the MDE. Receipt and approval of the status report by the MDE shall be required prior to the payment of each invoice.

Attachment E

**English Language Arts and Mathematics Grades 3-8; Science Grades 5 and 8; and
High School Algebra I, English II and Biology Alternate Assessments for Students with Significant Cognitive
Disabilities**

Budget Summary Form

	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Test Development & Item Authoring										
General Specifications										
Assessment Delivery System (Online, Constructed Test Items, Portfolio, etc.)										
Testing:										
Test Administration										
Enhancement of Test Content										
Development of items, forms, & materials										
Test Development & Item Authoring Enrollment and Pre-identification										
Receiving and scanning										
Test Security										
Psychometrics										
Quality Assurance and Control										
Processing, Scoring and Reporting										
Professional Development Training, Standard Setting and Support										
Help Desk/Customer Service and Project Management Plan										
Grand Total										

APPENDIX A

Proposed MDE Technical Report/Manual Outline

English Language Arts and Mathematics Grades 3-8; Science Grades 5 and 8; and High School Algebra I, English II and Biology Alternate Assessments for Students with Significant Cognitive Disabilities

Purpose

There are two primary purposes for the technical report or manual. First, this document is the chief source of information to address the technical defensibility of the assessment, such as may be required for peer review, to respond to a legal challenge, or to respond to various stakeholder requests. Second, the document serves as a 'yearbook' for the MDE and its offerors, documenting the key steps in the development, administration, and validation process to promote consistency and facilitate transition.

For these reasons, it is important to develop a comprehensive document that brings together information from multiple sources. The following is a proposed outline of the elements that should be included in the manual.

Proposed Technical Manual Outline

- I. Overview and Purpose of Assessment
 - a. Provide a general overview of the program
 - b. Describe purpose and uses of the assessment
- II. Development Process
 - c. Detailed information about the process for writing and reviewing items/prompts
 - i. Item writers, qualifications, and training
 - ii. Item specifications
 - iii. Item review process
 1. Information about reviewers
 2. Description of the review process, elements reviewed, and results
 - d. Field Testing
 - i. Description of design and process
 1. Quantify number and type of items

- 2. Include information to gauge the sufficiency of the sample (i.e. size and representativeness)
 - ii. Analyses conducted
 - iii. Data review process
 - 1. Information about reviewers
 - 2. Description of the review process, elements reviewed, and results
 - e. Test Form Construction
 - i. Form specifications and/or targets
 - ii. Process for evaluating forms
 - 1. Technical evaluation (TCCs and TIFs).
 - 2. Quality review
 - iii. Form documentation (e.g. form blueprints/maps)
 - iv. Specific considerations for producing computer based form
 - 1. Process of converting items to computer based
 - 2. Description of system, quality checks, and certification process, including process to ensure items display correctly and consistently
- III. Test Administration
 - f. Overview of process and procedures
 - g. Documentation produced (i.e. administration manuals)
 - h. Training provided
 - i. Procedures to ensure security and promote uniformity of administration conditions
 - j. Accommodations
 - i. What accommodations are offered?
 - ii. What process do teachers/ administrators follow or what guidance is produced to inform the identification of appropriate accommodations?
 - k. Administration irregularities
 - i. What constitutes an irregularity?
 - ii. What is the procedure for handling exceptional incidents?
 - l. Computer Based Testing (if applicable)
 - i. Description of process and procedures
 - ii. Certifying test sites
 - iii. Handling software/ hardware failures
- IV. Scoring and Reporting
 - m. Overview of process
 - n. Description of quality control procedures and checks
 - o. Describe reports and appropriate interpretation and use for each
 - p. Item and student level summary statistics
- V. Performance Standards
 - q. Description of performance levels
 - r. Overview of process used to establish performance standards
 - s. Reference complete standard setting report either as an appendix or separate document

- VI. Scaling and Equating
 - t. Rationale for approach used
 - u. Item calibration
 - v. Ability estimation
 - w. Transforming ability estimates to scale score
 - x. Equating sample (if applicable)
 - y. Equating design, procedures, and results
- VII. Reliability
 - z. Describe procedure to produce reliability coefficients
 - aa. Report reliability coefficients overall by test and broken down by subgroup
 - bb. Provide conditional standard error of measure at the cut scores for each test
 - cc. Classification accuracy analyses
- VIII. Validity
 - dd. Evidence based on test content
 - i. Reference development and review process
 - ii. Describe any alignment studies and results
 - iii. Reference test blueprint
 - ee. Evidence based on response processes: e.g. development processes analyses of rater consistency etc.
 - ff. Evidence based on internal structure:
 - i. Dimensionality analyses
 - ii. Reference reliability coefficients and point bi-serial correlations
 - iii. Model fit indices
 - iv. DIF
 - gg. Evidence based on relations to other variables: include any analyses showing relationship of scores with similar measure and other convergent or discriminant evidence
 - hh. Evidence based on consequences of testing: include any evidence that the assessment is used as intended and promotes desired outcomes
- IX. Synthesis of validity argument pulling together multiple sources of information.
- X. Address validity of inferences from accommodated administrations
 - i. On what basis were accommodations selected and deemed appropriate?
 - ii. What evidence indicates that accommodations are effective and appropriate?
- XI. Mode comparability (if applicable)
 - ii. Describe procedures to create similar test presentation and administration conditions via computer and PP
 - jj. Describe analyses to show that results from each mode are comparable
 - i. Overlay TCCs of CBA and PP
 - ii. Compare performance data for equivalent groups
- XII. Test maintenance and improvement.
 - kk. What changes were made in previous years?

- II. Address plans, procedures, and/or recommendations to improve the assessment moving forward.
- XIII. Appendices
 - mm. Blueprints
 - nn. Administration procedures
 - oo. Sample reports
 - pp. Performance statistics overall and by subgroup (e.g. means, standard deviations, percent in PL)
 - qq. Summary test characteristics overall and by subgroup (e.g. standard error of measurement, average p-values, average point-biserials, etc.)
 - rr. Detailed IRT and classical item level information (e.g. IRT calibrations, error, p-values, point-biserials).
 - ss. Raw to Scale Score Conversion Tables and conditional standard error of measurement for each scale score
 - tt. Reliability coefficients for all students and by subgroup
 - uu. Test characteristic curves
 - vv. Test information functions

