SUBJECT

Approval of a contract for a vendor to produce, distribute and score a statewide English language proficiency assessment for LEP students.

APPLICABLE STATUTE, RULE, OR POLICY

- Idaho State Board of Education Governing Policies and Procedures, Section V.I.3.a, Acquisition of Personal Property and Services
- Purchasing Reference Guide, Chapter 24, 15.C
- Title III, Part A: Language Instruction for Limited English Proficient and Immigrant Students, Section 3113(b)(2)
- Title I, Part A, Section 1111(b)(7)

BACKGROUND

The No Child Left Behind Act (NCLB) of 2001 mandates that all states implement a single statewide English Language Proficiency (ELP) assessment for Limited English Proficient (LEP) students by spring 2006. The attached memo from the U.S. Department of Education clarifies this requirement.

Idaho was a member of the federally funded Mountain West Assessment Consortium (MWAC) that began in March 2003 to develop test items for an ELP Assessment. The Consortium included the states of Alaska, Colorado, Montana, Nevada, New Mexico, North Dakota, Oregon, Utah, Michigan and Wyoming. The test support contractor was Measured Progress, and the grant fiscal agent was the State of Utah. The U.S. Department of Education funded consortium work through a grant for ELP test development in six regions in the country because current commercial language proficiency tests do not meet Title III requirements.

The MWAC test items were developed with input from language acquisition experts, including Dr. Frances Butler and Dr. Alison Bailey of UCLA. Educators in each consortium state reviewed test items in April 2004, with field-testing conducted in the fall 2004. MWAC developed a rigorous assessment that has some key distinctions from previously used commercial tests.

The Office of the State Board of Education released a request for a proposal (RFP) in April 2005 for a vendor to further develop these test items into an assessment appropriate for Idaho. An evaluation committee reviewed the bids June 1-8th and identified the most responsive bidder to meet the needs of the State.

DISCUSSION

Touchstone Applied Sciences Associates (TASA), Inc. is the proposed Contractor for Idaho's English Language Proficiency Assessment (IELPA), as they submitted the lowest responsive bid. TASA is the provider of the MAC II (Maculaitis) assessment, which is a language proficiency assessment used by several states. TASA and its subcontractors have extensive experience working with item writing for English Language proficiency tests and the production/distribution of statewide assessments.

Both pencil-paper and computer based bids were accepted in the RFP process. The evaluation committee reviewed each proposal for their corporate qualifications and technical capacity. TASA proposed a paper-pencil assessment, which will enable the implementation of a system that has been utilized for many years with LEP students and will also ensure that the LEP students are being tested on their English language ability, rather than their computer skills. However, technology will be utilized by the vendor at every opportunity, inclusive of web-based reporting and submission of student information.

TASA will test over 20,000 LEP students annually in Idaho in order to measure students' English language proficiency and growth levels, as required by NCLB. TASA will also develop a placement test, which will correlate with the spring assessment and be used by districts to determine appropriate placement in language development programming for new students coming into the districts. It is anticipated that the LEP population in the state will increase 10% per year, based on the average increase over the past ten years; therefore increasing the number of students tested each year. TASA will provide the following assessment services for Idaho within the contract and ownership of the test items will remain with the state of Idaho:

- Assessment for the domains of listening, speaking, reading, writing and a score for comprehension
- Scoring of all domains, except speaking (which will be scored by the examiner)
- Reporting of student scores via internet reports
- Annual growth reports for students within cohort groups
- Development of a Placement test for identification purposes
- Alignment study and subsequent alignment to Idaho English Language Proficiency standards

The contract is for a total of three years. OSBE has the option to extend the contract for an additional two years. Title VI and Title III funds are reserved for the first 2 years of the contract, however beginning in year two OSBE will request reallocation of five to ten percent of existing State LEP funds to support the district LEP assessment. Currently, districts are paying for the assessment of LEP students by purchasing tests directly from the vendors. The budget for the English language proficiency assessment contract is:

- **Total: $1,798,402**
- Year 1: **$658,395**
- Year 2: **$584,150**
- Year 3: **$555,857**

The total budget above is broken down into the following categories:

- Base contract: All of the primary services – alignment study, printing, distributing, scoring, and reporting.
- Cost Option 1: Development of a placement test
- Cost Option 2: Item writing – new item development and field-testing
- Cost Option 3: Internet reporting of student and district scores.

The LEP Program and the evaluation committee feel that all cost options are necessary to develop a comprehensive and reliable assessment.

Base Cost Years 1-3	**$1,648,361**
Cost Option #1: Placement Test Years 1-3	**$8,000**
Cost Option #2: Item Development Years 1-3	**$49,241**
Cost Option #3: Internet Reporting Years 1-3	**$92,800**
Total Overall	**$1,798,402**

IMPACT

The approval of this contract for an English language proficiency assessment will allow TASA, Inc., the proposed vendor, to carry out the Federal requirement for Idaho to have a statewide ELP Assessment in place by spring 2006. Idaho risks non-compliance and loss of funding if a statewide test is not implemented by the deadline.

A statewide assessment will allow the state to annually assess the English language proficiency of Limited English Proficient students in a comprehensive and reliable manner. Cut scores will be established after the first test administration and consistent scoring mechanisms will be put into place enabling the state to measure all LEP students according to the same rubric. A statewide LEP assessment system will assist the state to better serve the LEP students in Idaho.

STAFF COMMENTS AND RECOMMENDATIONS

Idaho Division of Purchasing regulations require that after the letter of intent to award has been posted for five business days, a contract purchase order (CPO) be automatically sent to the proposed vendor. The vendor will sign the CPO and submit to the Division of Purchasing for a final signature. As per State guidelines, this contract is a Division of Purchasing contract, rather than a State Board of Education contract. The Division of Purchasing requests client approval and because the proposed contract exceeds $500,000, Board approval is required

pursuant to policy. A contract purchase order is attached. The contract itself will be comprised of the RFP specifications, the bidder's response, and the contract purchase order. A copy of the RFP and the table of contents from the bidder's response to the RFP is attached.

The approval of this contract is essential to move the LEP assessment forward, as required by Federal regulations. Board staff recommends the Board approve this contract with TASA, the proposed vendor. Contract work will begin July 13, 2005.

BOARD ACTION

A motion to approve the purchase order between the Division of Purchasing and TASA, Inc. to develop a statewide English language proficiency assessment.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT

UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF ENGLISH LANGUAGE ACQUISITION, LANGUAGE ENHANCEMENT, AND ACADEMIC ACHEIVEMENT FOR LIMITED ENGLISH PROFICIENT STUDENTS

July 1, 2005

Dear Title III State Director:

This letter provides information related to the English language proficiency (ELP) assessment requirements under Title III of No Child Left Behind. Title III requires States to develop and implement ELP standards linked/aligned to State academic content and student academic achievement standards in reading or language arts, mathematics and science. States are to also develop ELP assessments aligned with State ELP standards, and establish annual measurable achievement objectives (AMAOs) to increase the English language proficiency and academic achievement of limited English proficient (LEP) students.

States are in various stages of developing and implementing ELP standards and aligned ELP assessments to meet Title III requirements. Information gathered from State Title III Biennial Evaluation Reports and discussions with States through monitoring and technical assistance activities indicates that States have made significant progress toward developing integrated systems of ELP standards, aligned assessments and accountability. The Department has determined that spring 2006 is a reasonable time frame to expect States to fully establish and implement these new systems. Therefore, States are expected to begin full administration of ELP assessments aligned with State ELP standards in grades K-12 by spring 2006. This time frame applies to all State selected ELP assessments, including State-developed assessments and those being developed by consortia funded under the Enhanced Assessment Grants Program.

We appreciate your efforts on behalf of our diverse population of English language learners. If you have any questions or suggestions, please do not hesitate to contact me or Harpreet Sandhu, Director, State Consolidated Grant Division.

Sincerely,

Kathleen Leos
Associate Assistant Deputy Secretary

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. FINANCIAL AFFAIRS
I. Real and Personal Property and Services **October 2002**

3. Acquisition of Personal Property and Services

   a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars ($250,000) and five hundred thousand dollars ($500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars ($500,000) require prior Board approval.

Purchasing Reference Guide
Chapter 24

C. Bid Award Appeal: A vendor whose bid is considered may, within five (5) working days following receipt of notice that it is not the lowest responsible bidder, apply to the Director of the Department of Administration for appointment of a determinations officer. The appeal must set forth in specific terms the reason why the Administrator's lowest responsible bidder decision is erroneous. Upon receipt of the appeal, the Director shall, within three (3) working days, either (i) deny the appeal; (ii) appoint a determinations officer to review the record and provide written recommendations; or (iii) appoint a determinations officer with authority to conduct a contested case hearing within the context of the Idaho Administrative Procedures Act. Upon receipt of the determinations officer's written recommended order, the Director shall either sustain, modify or reverse the Division of Purchasing's decision.

Bill To:
STATE BOARD OF
EDUCATION
650 WEST STATE
STREET ROOM 301
BOISE, ID 83720

STATE BOARD OF
EDUCATION

THIS NUMBER MUST
APPEAR
ON ALL DOCUMENTS

Contract Purchase Order
CPOXXXXXX
Agency Internal Nbr:
OSBE

Contract Purchase Order

Date: June 29, 2005

This is a sample contract only.

DELIVER TO: STATE BOARD OF EDUCATION
650 WEST STATE STREET
ROOM 301
BOISE, ID 83720

F.O.B: Destination

VENDOR: Touchstone Applied Science Associates, Inc. (TASA)
4 Hardscrabble Heights
P O Box 10509-0382
Attn: Andrew L. Simon
e-mail: asimon@tasa.com
Telephone: 845-277-8100
Fax: 845-277-8115
Brewster NY 10509-0382

Contract From Date: To be Determined (TBD)

Contract To Date: To be Determined (TBD)

RFQ#: RFP01618
DOC#: PREQ9497

Buyer: LYLE GESSFORD 208 327.7115

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Implementation of an English Language Proficiency Assessment	1 EA	TBD	TBD

General Comments:

CONTRACT PURCHASE ORDER (CPO) AWARD

This Contract is for Implementation of an English Language Proficiency Assessment the State of Idaho, State Board of Education This Contract commenced TBD and will expire TBD. Applicable extension periods will be subject to mutual agreement between the parties.

Vendor Contact: Andrew L. Simon
Phone: 845-277-8100
Facsimile: 845-277-8115
E-Mail Address: asimon@tasa.com

INVOICES MUST BE SENT TO THE STATE BOARD OF EDUCATION

Agency Contact: Wendy Verity
Phone: 208-332-1586
Facsimile: 208-334-2632
E-Mail Address: wverity@osbe.state.id.us

THIS CONTRACT, CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED SOLICITATION (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Contract Purchase Order document.
2. The state of Idaho's original solicitation document, RFP01618.
3. The Contractor's signed solicitation dated May 25, 2005.

4. TASA response with negotiated assessment budget as per the attached.

By: LYLE GESSFORD, CPPB, CPPO

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Request for Proposals

Implementation of An English Language Proficiency Assessment

Issued by the
Idaho State Board of Education
Roderic Lewis, President
650 West State Street, Room 307
PO Box 83720
Boise, ID 83720-0037

April 2005

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Section 1 – Statement of Purpose and Overview

1.0 Definitions

For purposes of this Request for Proposals, the following definitions shall apply, regardless of whether the defined term is capitalized, unless the context clearly requires otherwise:

1. "Assessment" or "Test" shall mean a measurement quantifying, describing, or gathering information about student skills, knowledge, or performance.

2. "Board" shall mean the Idaho State Board of Education, its Executive Director, and Board Staff designated to manage or assist with this Project.

3. "Board Manager" shall mean the individual Board Staff person designated by the Board to monitor and coordinate work of this Project.

4. "Board Staff" shall mean the Board Manager as well as any other Board professional or support personnel who are assigned to work on this Project.

5. "Change Order" shall mean a written authorization signed by the Division of Purchasing and approved by the Board Executive Director that authorizes the Contractor to change a product or service required by the Contract.

6. "Contract" shall mean the final expression of the scope of work and terms of agreement executed by the Contractor and the Board as more particularly described in section 2.0.

7. "Contractor" shall mean the Offeror selected by the Board to perform the Project.

8. "Contractor Manager" shall mean the individual Contractor staff person designated to oversee and coordinate the work under the Contract.

9. "Cost Option" shall mean a portion of the scope of work that shall become a part of the Contract in the sole discretion of Purchasing if exercised by Purchasing in a written purchase order or amendment.

10. "ELP" shall mean English language proficiency.

11. "Examiner" shall mean an individual authorized by an Idaho school district to conduct an assessment.

12. "ISAT" shall mean the Idaho Standards Achievement Tests as more particularly described in Section 1.3.

13. "Item" shall mean an individually measured question and answer on an Assessment.

14. "LEP" means limited English proficient.

15. "MWAC" shall mean the Mountain West Assessment Consortium, a consortium of the states of Alaska, Colorado, Montana, Nevada, New Mexico, North Dakota, Oregon, Utah, Michigan, and Wyoming.

16. "NCLB" shall mean the No Child Left Behind Act of 2001, 115 Stat. 1425, Public Law 107-110 (January 8, 2002).

17. "Offeror" or "Bidder" shall mean an individual, partnership, firm, corporation, or joint venture submitting a proposal in response to the RFP for the purpose of obtaining the Contract.

18. "Purchasing" or "Division of Purchasing" shall mean the State of Idaho, Department of Administration, Division of Purchasing.

19. "Products" shall mean documents, materials, instruments, manuals, data analyses, reports, and other items created or compiled by the Contractor in furtherance of the work described in this RFP.

20. "Project" shall refer to the work tasks to be completed under the terms of this Request for Proposals and the Contract.

21. "Professional Personnel" shall mean the Contractor's staff members who are responsible for completing work tasks required by the Contract. Professional personnel normally have advanced collegiate degrees and work experience in research, statistics, or psychometrics. Professional personnel are distinguishable from "staff support" personnel who are secretaries, clerks, data entry personnel, etc.

22. "RFP" shall mean this Request for Proposals.

23. "State" shall mean the State of Idaho.

1.1 Statement of the Problem

The purpose of this RFP is to solicit bids for implementation of the Idaho English Language Proficiency Test. The RFP describes the Products and services that are required as well as certain activities that are cost options. This RFP anticipates a contract that will authorize three years of work with two one-year optional renewals.

Payment for Year one of the testing will be borne by the Board. Payment for subsequent years of the testing will be determined by the Board. It is possible that the Contractor will bill the districts for partial payment for the products and services.

Vendors desiring to submit proposals for the work tasks described herein are advised to carefully read the specifications in this RFP and strictly adhere to them when submitting a proposal. The winning vendor shall be selected according to the procedures and criteria stated in this RFP and according to requirements of Idaho law and procurement rules and procedures.

1.2 Organization of the RFP

This RFP is organized into the following sections:

Section 1.0 - Statement of Purpose and Overview.

Section 2.0 - Miscellaneous Terms.

Section 3.0 - Required Products and Services.

Section 4.0 – Procedural Requirements.

Section 5.0 - Procurement Requirements.

Section 6.0 - Proposal Preparation and Submission.

Section 7.0 - Proposal Evaluation Processes and Requirements.

1.3 Overview of the English Language Proficiency Assessment Activities

The policies, procedures, and the laws surrounding the education of students who are language minority, often called "English Language Learners" or "Limited English Proficient students," have steadily evolved over the last fifty years. Prior to 1960, education of such students was left to local authorities, and there were no federal policies.

Title VI of the 1964 Civil Rights Act and Title VII of the 1968 Bilingual Education Act established federal policies requiring that students of foreign origin not be subjected to adverse discrimination and provided the basis for bilingual education programs. In 1974, the landmark case of *Lau v. Nichols* mandated that schools take affirmative steps to overcome educational barriers by non-English speakers.[1] Later amendments and reauthorizations strengthened the requirements that educational programs must be accessible to LEP students.

---

[1] Lau v. Nichols, 414 U.S. 563 (1974) (upholding regulations requiring the taking of affirmative steps to rectify language deficiency).

The No Child Left Behind Act of 2001 (NCLB) reauthorized the programs to assist English language learners under Titles I and III (NCLB, 2001; Department of Education, 2003).

In Idaho, litigation was threatened by the Idaho Migrant Council, Inc., which was concerned about the State's services to LEP students. The Council and the State entered into a Settlement Agreement in February 1983 in which the State agreed to strengthen its educational programs for LEP students and to monitor the local school districts responsiveness and actions (Consent Decree, 1983).

In response to federal requirements for strong statewide achievement assessment programs in the fifty states, Idaho implemented the Idaho Standards Achievement Test (ISAT). The test has utilized a combination of pencil and paper instruments, but heavy emphasis has been given to the administration of the assessments through use of a computer adaptive testing program administered by the Northwest Evaluation Association, Inc. (NWEA). It generally is perceived that the adaptive test has utility and provides student, school, and district results quicker than use of a paper-pencil test. (For additional information about ISAT, see http://www.idahoboardofed.org/saa/index.asp.)

Standardized tests are not designed specifically to assess LEP student growth in language acquisition. Therefore, Idaho local school districts are required to annually test LEP students with a language proficiency test to determine appropriate programming and growth in their language acquisition. School districts currently are required to assess LEP students through use of four recommended assessment tools including the Woodcock Munoz Language Survey (WMLS), Language Assessment Scales (LAS), IDEA Language Proficiency Tests (IPT), and Maculaitis Assessment (MAC). Additional language assessment instruments are described on the web site for the National Clearinghouse for English Language Acquisition and Language Instruction Education Programs at: http://www.ncela.gwu.edu/resabout/assessment/3_askncela.html.

The NCLB language includes provisions for the assessment of English Language Learners in both Titles I and III of the Act:

> Title I, Part A, Section 1111(b)(7)
>
> "Each State plan shall demonstrate that local education agencies in the State will, beginning not later than the school year 2002-2003, provide for an annual assessment of English proficiency (measuring students' oral language, reading, and writing skills in English) of all students with limited English proficiency in the schools served by the State educational agency..."

Title I requires students to be assessed in these areas in grades 3-8 and high school.

> Title III, Part A, Section 3121(d)

> "A State shall approve evaluation measures for use under section (c) that are designed to assess (1) the progress of children in attaining English proficiency, including a child's level of comprehension, speaking and listening, reading, and writing skills in English; (2) student attainment of challenging State student academic achievement standards on assessments described in section 1111(b)(3); and..."

The goal of Title III is to help students with limited English proficiency (LEP) become proficient, succeed academically, and attain the same content expectations as all other students. To assist in meeting this goal, Title III requires students to be assessed in English language proficiency in grades K-12.

Title I requires States to set content expectations in reading/language arts, mathematics, and science and to annually measure students' success. Title I also requires assessment of English language proficiency for the LEP students (U.S. Department of Education, pp. 8-10).

These provisions are similar, but the language in Title III includes a requirement for measurement of "comprehension." There is no specific definition for "comprehension" in the language of the law, so states are free to define it as they wish. Several are defining it as a combination of listening and reading.

Language proficiency is not the same thing as language arts achievement as measured by the usual statewide assessment test (Wilde, 2004). Therefore, a separate tool for measurement of language proficiency is required.

Generally, NCLB requires states to define and adopt content standards (i.e., learner objectives), create or obtain assessments that are aligned with those standards, and adopt achievement standards that define specific levels of student performance on the assessments. The law sets forth requirements for the subject areas to be assessed, the grades to be assessed, the reporting requirements, and the dates by which the assessments will be implemented. See http://www.ed.gov/about/offices/list/oese/legislation.html for a copy of the laws and regulations. All states must implement a language proficiency assessment by the spring 2006. Idaho adopted ELP content standards in June 2004.

The No Child Left Behind Act of 2001 places an expectation on states to implement student assessments that are clearly defined and meet professional expectations as to psychometric quality. For example, student assessments must:

a. be appropriate for all students (Section 1111(b)(3(C)(ix))
b. be aligned with academic content standards (Section 1111(b)(3)(C)(i))
c. be valid and reliable (Section 1111(b)(3)(C)(iii))
d. be consistent with nationally recognized professional and technical standards (Section 1111(b)(3)(C(iii))

e. provide for reasonable adaptations and accommodations for students with disabilities (Section 1111(b)(3)(C)(ix)(II)).

These responsibilities apply to the assessments used for regular instruction students, as well as for students with disabilities and students for whom English is not the primary language.

Idaho was a member of the Mountain West Assessment Consortium that began in March, 2003, with a federally funded grant. The Consortium included the states of Alaska, Colorado, Montana, Nevada, New Mexico, North Dakota, Oregon, Utah, Michigan, and Wyoming. The test support contractor was Measured Progress, Inc., and the grant fiscal agent was the State of Utah (Haug, C and Celva, B., 2003).

The purpose of the Mountain West Assessment Consortium grant was to develop a prototype English language proficiency assessment that would meet the requirements of Title III. The test would be designed to measure academic and social language skills and produce scores in Reading, Writing, Listening, Speaking, and Comprehension.

The tests were developed and reviewed by educators in each consortium state in April 2004, with field-testing conducted in the fall 2004. The tests now are ready to implement; therefore, Idaho desires to find a vendor who can serve as the test support contractor for further development and implementation of the assessment materials. This RFP specifies the products and services Idaho requires. (Note that other MWAC states may issue RFP's for similar activities. There is no commitment among the MWAC states that the ELP assessments in the states will be identical.)

1.4 Schedule of Activities

This RFP contains descriptions of work tasks related to completion of the Project. Appendix A provides approximate dates for important activities in the Project.

Section 2 -Miscellaneous Terms

2.0 Terms and Conditions

The terms and conditions of the Contract between the State and the Contractor consist of and precedence is established by the order of the following documents: 1) any amendment executed as provided in section 2.14; 2) if the State exercises its right to memorialize the Contract in one or more final documents, described below, the final Contract documents memorializing the agreement; 3) the RFP; 4) the State of Idaho Standard Contract Terms and Conditions and the State of Idaho Conditions and Instructions to Bidders, to the extent provided below; and 5) the Contractor's proposal. These documents are complementary and what is required by one shall be binding as if required by all. In the case of any conflict or inconsistency arising under the Contract documents, a document identified with a lower number in this section shall supersede a higher numbered document to the extent necessary to resolve any such conflict or

inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned Contract documents but is not addressed in another of such documents. No conflict or inconsistency shall be deemed to occur in the event an issue addressed in one of the above-mentioned Contract documents is an additional or supplemental requirement to an issue addressed in another of such documents.

To the extent not modified by this RFP, the State of Idaho Standard Contract Terms and Conditions and the State of Idaho Conditions and Instructions to Bidders shall be included by reference in this RFP and incorporated into the Contract. A copy of the State of Idaho Standard Contract Terms and Conditions and the State of Idaho Conditions and Instructions to Bidders is available on the Internet at: http:// www2.state.id.us/adm/purchasing/veninfo.htm. In the event of a conflict between the State of Idaho Standard Contract Terms and Conditions or the State of Idaho Conditions and Instructions to Bidders and the terms and conditions set forth in this RFP, the terms and conditions of this RFP shall be special terms and conditions and shall apply.

The Board reserves the right to determine the form of the Contract and to exercise or not exercise the cost options. The Board and Purchasing[2], in their discretion, may memorialize the Contract in one or more final Contract documents. The contents of the Contractor's proposal will become a contractual obligation, if a Contract ensues.

Where terms and conditions specified in a proposal differ from the terms in this RFP, the terms and conditions of this RFP shall apply and the Contractor will be required to perform all RFP requirements without an increase in cost above the proposed cost. Where terms and conditions specified in a proposal supplement the terms and conditions in this RFP, the supplemental terms and conditions shall apply only if specifically accepted by the Board in writing.

2.1 Intellectual Property

All Products created by the Contractor for this Project will be the property of the Board. The Board will consider proposals to make such Products available for use by other states or entities, through an appropriate licensing agreement. To the extent that any Products constitute a "work" within the meaning of U.S. Copyright Laws, 17 U.S.C.S. 101, et seq., it shall be a "work made for hire." The Contractor shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure the Board's rights. Appropriate copyright notices shall be included on Products, which may include acknowledgments of the Contractor's efforts. In the event that a court or tribunal of competent jurisdiction determines that a Product is not a work for hire as a matter of law, the Contractor shall assign and convey to the Board all right, title, and interest in the Products and require its employees and subcontractors to do the same.

[2] "Purchasing" is the State of Idaho, Department of Administration, Division of Purchasing.

2.2 Form of Products

All written Products required by this RFP and the Contract shall be prepared using Microsoft WORD, stored on a CD-ROM disk, and provided to the Board Manager at times specified in the Operational Work Plan more particularly described in Section 4.6.

2.3 Unexpended Funds

Several cost categories identified in the RFP are set aside for specific functions during the course of the Project. Monies not expended from these funding categories will be deducted from the final Contract payment at the conclusion of the Contract.

2.4 Public Announcements

The Contractor shall not make news releases or public announcements pertaining to this RFP, to the Contract, or to work completed under the Contract without prior written approval from the Board. Contractor employees, subcontractors, and consultants shall not publish scholarly papers or make speeches and presentations about the assessment design, methodology, or results without the express permission of the Board.

2.5 Accuracy and Correction of Errors

The Contractor will utilize every means required to ensure that information provided to the Board in the Products is correct. The Contractor is responsible for correcting any errors arising from activities that are the responsibility of the Contractor, including tasks completed by any subcontractors, at the Contractor's expense. This may involve activities such as conducting analyses to identify the cause and extent of errors; reprinting or reproducing Products; replacing files; shipping replacement Products to the Board using expedited shipping services; and communicating directly with school districts.

2.6 Substitutions and Modification

The Board reserves the right to substitute or modify work tasks on a generally equal basis. Substitutions or modifications will be made prior to the Contractor's beginning significant efforts to complete the task. All design changes, substitutions, or modifications will be given to the Contractor in writing. It is not the intent of this provision to increase the scope of work of the Contract, but, instead, to protect the Board as design changes to improve the assessment become known during the implementation of Contractor activities. The Board reserves the right, through Purchasing, to issue Change Orders or to approve Contract amendments that add, modify, or delete designated work tasks, Products, and/or services.

2.7 Change Orders

Change Orders shall not be used to make substantive modifications to the scope of work; instead, Contract amendments more particularly described in section 2.14 of this RFP shall be used for this purpose. A Change Order will ordinarily be used to make changes that reduce the scope and cost or change the scope at no additional cost. A Change Order can authorize an additional cost only if there is a commensurate change to reduce some other requirement so that the net effect is not an increase in Contract cost. While official amendments to the contract must have the approval of the Board, the Board Manager can approve Change Orders.

2.8 Secure Information

Subject to the requirements of the Idaho Public Records Laws, the Contractor shall treat all data, data analyses, and reports of test results and tests as secure and protect such information throughout the Contract period. Any student records or student level test results and demographic information about the student shall be maintained in a secure manner in accordance with requirements of state and federal law, including but not limited to the Family Educational Rights and Privacy Rights provisions, 20 U.S.C section 1232g, and the rules interpreting and applying such provisions. At the end of the Contract, the Contractor shall certify in the Final Summary Contract Report discussed in Section 4 that the original data files and any other secure items have been destroyed.

2.9 Public Records

Pursuant to Idaho Code section 9-335 et seq., information or documents received in proposals or from the Contractor may be open to public inspection and copying unless exempt from disclosure. Bidders and the Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. Bidders and the Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. A Bidder's or the Contractor's failure to designate as exempt any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by a Bidder or the Contractor, the Bidder or the Contractor shall provide the legal defense for such claim. Purchasing will not accept the marking of an entire proposal as exempt. In addition, the Purchasing will not accept a legend or statement on one (1) page that all, or substantially all, of the proposal is exempt from disclosure.

2.10 Travel

All travel cost paid under the Contract shall comply with the State Travel Policies and Procedures issued by the Board of Examiners. A copy of these policies and procedures is available on the Internet at:

http://www.sco.state.id.us/web/scoweb.nsf/Content?OpenFrameSet&Frame=Body&Src=/WEB/sbe/sbeweb.nsf/pages/trvlpolicy.htm

Travel shall be a reimbursable expense as more particularly described in section 2.12.

2.11 Insurance

2.11.1 Insurance Required

For the duration of the Contract and until all work specified in the Contract is completed, Contractor shall have and maintain, at Contractor's expense, the types of insurance set forth below and shall comply with all limits, terms and conditions of such insurance.

2.11.1.1 Commercial General and Umbrella Liability Insurance

Insured/Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than $1,000,000 each occurrence and in the aggregate.

2.11.1.2 Workers' Compensation

Where required by law, the Contractor and its subcontractors, if any, shall maintain all statutorily required Workers Compensation coverage. Coverage shall include Employer's Liability, at minimum limits of $100,000/$500,000/$100,000.

2.11.2. Additional Insured

Except where inapplicable, the insurance coverage required for performance of the Contract shall include the State of Idaho, State Board of Education and its divisions, officers and employees as additional insureds but only with respect to the Contractor's activities to be performed under this contract.

2.11.3 Notice of Cancellation or Change

Contractor shall ensure that all policies of insurance are endorsed to read that the insurer shall endeavor to provide to the Board sixty (60) days prior written notice of cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s).

2.11.4 Certificates of Insurance

As evidence of the insurance coverages required by this Contract, Contractor shall furnish certificates of insurance to the Board prior to beginning work or providing goods pursuant to the Contract. The certificates of insurance shall specify all of the parties who are endorsed on the policy as additional insureds or loss payees. The Board may further require copies of the specific insurance policies or endorsements evidencing the coverages required under this Contract. Insurance coverage required under this Contract shall be obtained from insurance companies acceptable to the Board, authorized to transact business in Idaho, and with no less than an A M Best rating of A. The Contractor shall be financially responsible for all deductibles, self-insured retentions and self-insurance.

2.12 Payment

2.12.1 Payment Schedule

The Board shall pay Contractor for the services performed pursuant to this Contract as more particularly set forth on the Contractor's Cost Proposal, as amended from time to time. The State shall not be liable to the Contractor for any costs or expenses paid or incurred by the Contractor unless specifically set forth in this Contract or otherwise agreed to in writing by Purchasing and the Board. Contractor payments will be made on a quarterly basis. The Contractor's invoices to the State shall include the actual charges incurred or billed by the Contractor and shall not exceed the maximum charges specified in the Cost Proposal, as amended.

2.12.2 Reimbursable Expenses

Travel and out-of-pocket expenses shall be reimbursable expenses. Unless approved in writing by the Board and Purchasing, reimbursable expenses shall not exceed the estimated reimbursable expenses set forth on the Contractor's Cost Proposal. Travel expenses submitted for reimbursement by the Contractor shall comply with the State Travel Policies and Procedures issued by the State Board of Examiners. The State shall not pay in excess of the actual cost of reimbursable expenses.

2.12.3 Payment Process

The Contractor shall submit a quarterly invoice for payment to the Board at the address specified by Board in writing. The invoice shall clearly identify each charge or cost. The

invoice shall also identify reimbursable expenses by including the type of expense, the reason the expense was incurred, date the expense was incurred and, if appropriate, the number of items. The Contractor shall certify that all charges submitted for payment represent services performed and charges incurred under the terms of this Contract. Invoices shall include the reference number assigned to this Agreement by the Board and Purchasing.

2.13 Remedies

Section 1 – "Termination" in the State of Idaho Standard Contract Terms and Conditions is hereby replaced with this section.

2.13.1 If all or a portion of the Contractor's services or products do not conform to Contract requirements, the State may, in its sole discretion, require one or more of the following remedial actions: (1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; (2) reduce payment to reflect the reduced value of services or Products received; (3) require the Contractor to subcontract all or part of the RFP at no additional cost to the State; (4) withhold payment or require payment of actual damages caused by the deficiency; (5) withhold payment or require payment of liquidated damages as set forth below; or (6) terminate the Contract. The remedies provided in this section shall be in addition to the remedies otherwise available to the State under law or equity.

2.13.2 Purchasing may cancel the Contract at any time, with or without cause, upon no less than thirty (30) calendar days' prior written notice to the Contractor specifying the date of termination. Either party may terminate the Contract immediately upon written notice, or upon such notice as such party, in its sole discretion, deems appropriate, if at any time: (a) the other party is in material breach of any warranty, term, condition, covenant or obligation under the Contract; (b) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Contract infeasible or impossible; (c) Contractor's license or certification required by law is suspended, not renewed, or is otherwise not in effect at the time service is provided; (d) Contractor fails to comply with any applicable law, regulation, or rule; or, (e) the actions or inactions of the Contractor materially jeopardize the State's compliance with any agreement between the State and the United States.

Upon termination by the State, Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) place no further orders or requests of subcontractors for materials, services, or facilities; (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice; (d) assign to the State, in the manner and to the extent directed by the State, all right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (e) with the advance approval of the State, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts the cost of which would be

reimbursable, in whole or in part, in accordance with the provisions of the Contract; (f) promptly return to the State any property provided by the State pursuant to the Contract; (g) deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing the Contract, whether completed or in process; and, (h) complete all requirements and comply with all provisions of a transition plan established by the parties. Upon termination by the State, the State may take over the services and may award another party a contract to complete the services contemplated by the Contract. Upon termination for cause, the State shall be entitled to reimbursement from Contractor for losses incurred as a result of the Contractor's breach.

2.13.3 The parties acknowledge that the loss of federal funding or other actual and consequential damages to the Board as the public agency implementing ELP testing and damages to the public receiving the benefits of such testing arising from the failure of the Contractor to comply with the terms of the Contract are uncertain and difficult to ascertain. The parties further acknowledge that delays in the Contractor's compliance with the terms of the Contract will prevent the Board from satisfying certain deadlines imposed upon the Board and that a longer delay by the Contractor is likely to give rise to an increase in the actual and consequential damages to the Board and to the public. Based upon the foregoing, the Contractor shall pay the following compensation to the Board for the following events of default, which are to be considered as liquidated damages and not a penalty:

Event of Default	*Delay of One (1) to Seven (7) Days*	*Delay of Eight (8) or More Days*
District receipt of materials needed to administer the assessments on schedule.	$100 per district, per day	$500 per district, per day
District receipt of individual student assessment results on schedule.	.5 % of total budget per day	1% of total budget per day
State receipt of state, district, and school test results; receipt of final administrative reports and technical reports; receipt of final data files.	.5% of total budget per day	1% of total budget per day

To the extent permitted by law, the imposition of liquidated damages shall be cumulative and not exclusive and all remedies available to the State shall survive the imposition of liquidated damages. The State shall not impose liquidated damages if the Contractor is delayed, hindered, or prevented from performing solely by reason of: 1) force majeure as defined in section 2.19; or, 2) the failure of the Board or Idaho school districts to meet the due dates set forth in the Contract or to provide data required by the Contract.

2.14 Amendment

Section 4 – "Changes/Modifications" in the State of Idaho Standard Contract Terms and Conditions is hereby replaced with this section. The Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part

(collectively, an "Amendment") except to the extent provided by an written instrument signed by the Contractor and the party authorized to bind the State as more particularly described in this section. Purchasing is authorized to execute any Amendment. The Board is authorized to execute change orders as more particularly described in section 2.7 and Amendments consisting solely of schedules and plans required by the RFP and working documents that further define the day-to-day responsibilities of the Contractor and the Board. The Board is not authorized to execute Amendments increasing monetary obligations of the State or extending the Contract term. An Amendment not executed in compliance with this section may be void pursuant to Idaho Code section 67-5725.

2.15 Indemnification

Section 10 – "Save Harmless" in the State of Idaho Standard Contract Terms and Conditions is hereby replaced with this section. The Contractor shall indemnify, defend and save harmless the State, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever, including injury or death of others or any employee of the Contractor or subcontractor caused in whole or in part or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents or subcontractors under the Contract or that arise from a failure to comply with any state, federal or local statute, law, act, regulation, or rule. Contractor shall not have any indemnification liability for any damages arising out of the sole negligence or misconduct of the State.

2.16 Acceptance

To the extent inconsistent with this section, section 16 -- "Shipping, Delivery, Installation and Acceptance" and section 21-- "Payment Processing" in the State of Idaho Standard Contract Terms and Conditions are hereby modified by this section. The time period for payment pursuant to Idaho Code section 67-5735 shall not begin until the Board accepts the deliverable, Product or service. The Board shall accept or reject deliverables, Products and services as set forth in written plans or schedules approved by the parties or, if not addressed in an approved plan or schedule, in a reasonable time.

2.17 Patents and Copyright Indemnity

Section 25 -- "Patents and Copyright Indemnity" in the State of Idaho Standard Contract Terms and Conditions is hereby replaced with this section. The Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States patent, copyright, trade secret, or trademark for Products and services within this Contract. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that the Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, and State may select, at its own expense, advisory counsel; and (iii) that the State shall cooperate with the Contractor in a

reasonable way to facilitate settlement or defense of any claim or suit. Should Products or services provided under this Contract become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States patent, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Products or services provided under the Contract, or to replace or modify the Products or services provided under the Contract so that it becomes non-infringing. In the event that the Contractor is unable or unwilling to secure a continued right to use the Products or services provided under the Contract within a reasonable time, the State may, in its sole discretion, secure products or services conforming to the requirements of the RFP and deduct the costs of such products or services from payments to the Contractor or terminate the Contract upon written notice to the Contractor.

2.18 Non-appropriation

Section 28 -- "Appropriation by Legislature Required" in the State of Idaho Standard Contract Terms and Conditions is hereby replaced with this section. It is understood and agreed that the State is a governmental entity, and the Contract shall in no way or manner be construed so as to bind or obligate Purchasing, the Board or the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature or United States Congress as may exist from time to time. The State reserves the right to terminate the Contract if, in its sole judgment, the legislature of the State of Idaho, the United States Congress or the United States Department of Education fails, neglects, or refuses to appropriate or provide sufficient funds as may be required for the Board to continue payments. Any such termination shall take effect on thirty (30) days prior notice and be otherwise effective as provided in the Contract.

2.19 Force Majeure

Section 30 -- "Force Majeure" in the State of Idaho Standard Contract Terms and Conditions is hereby replaced with this section. If the Contractor or State is delayed, hindered, or prevented from performing any act required under the Contract by reason of delay beyond the reasonable control of the asserting party due to theft, fire, Act of God or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of the Contractor's finances shall not be considered a force majeure.

2.20 Governing Law and Severability

Section 31 -- "Governing Law and Severability" in the State of Idaho Standard Contract Terms and Conditions is hereby replaced with this section. The Contract shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the Contract. If any term, provision, covenant, or condition of the Contract, or the application thereof to any party or circumstance, shall be

held to be illegal, invalid or unenforceable, in whole or in part or for any reason, the remaining terms, provisions, covenants and conditions of the Contract shall continue in full force and effect as if the Contract had been executed with the illegal, invalid or unenforceable portion eliminated, so long as the Contract as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of the Contract and the deletion of such portion of the Contract will not substantially impair the respective benefits or expectations of the parties to the Contract.

2.21 Entire Agreement

Section 32 -- "Entire Agreement" in the State of Idaho Standard Contract Terms and Conditions is hereby replaced with this section and with section 2.14 of this RFP. The Contract, as more particularly described in section 2.0 of this RFP, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous bids, proposals, or quotation, both oral and written, discussions, representations, commitments, and all other communications between the parties.

Section 3 – Required Products and Services

3.0 Overview

This section of the RFP includes a description of the ELP assessment structure and materials that have been produced by the MWAC. It lists the several products and services that Idaho will require the Contractor to complete in implementing the Contract. Bidders shall include in their proposal a response to each of these requirements. Where a requirement specifies a "paper and pencil" or written assessment, Bidders may propose a computer-based assessment to the extent that the Bidder provides sufficient information showing that such proposal satisfies all RFP requirements except the written assessment requirement. Any computer-based testing system must satisfy the technical requirements of the ISAT, located at http://www.nwea.org/assets/pdf/TechReq.pdf, and requirements arising from the Americans with Disabilities Act (ADA). To receive consideration of computer-based proposals, Bidders must thoroughly describe how the proposal provides assessment design and implementation method that is equivalent or superior to written assessments.

3.1 Assessment Structure

The Idaho ELP assessment program will initially follow the design created by the MWAC; however, additional development will be required to maintain proper alignment with Idaho content standards. The Idaho ELP standards are found on the Internet at:

http://www.boardofed.idaho.gov/lep/Standards/StandardsTeachEdition.asp

Alignment studies will be conducted as a part of this Contract and are discussed in Section 3.13.7. The ELP assessment structure is shown below in Table 1. The

Contractor will be responsible for assessments in Reading, Writing, Listening, and Speaking. The assessments will be divided into five grade level spans: Grades K-1, 1-2, 3-5, 6-8, and 9-12.

Table 1: Idaho ELP Assessment Structure

Grade Span	Reading	Writing	Listening	Speaking
K-1	Individually administered	Individually administered	Individually administered	Individually administered
1-2	Group administered	Group administered	Group administered	Individually administered
3-5	Group administered	Group administered	Group administered	Individually administered
6-8	Group administered	Group administered	Group administered	Individually administered
9-12	Group administered	Group administered	Group administered	Individually administered

The ELP assessment structure will include a locator process and may include a placement test (see Cost Option 1).

Idaho has 115 school districts, 3 stand-alone districts (e.g. Charter Schools) and an additional 4-5 stand-alone districts approved each year. There are approximately 767 individual schools in Idaho. All have the potential to have LEP students attend, however currently only 81 districts have reported LEP students. It can be approximated that about 550 schools serve LEP students in Idaho. Each school district has a designated district coordinator of assessment assigned to work directly with the Board to implement statewide assessment programs. All aspects of test administration are administered within the districts through the district coordinator of assessment. The assessments will be administered by school districts during a six-week testing window in the spring of 2006 and annually thereafter. The Contractor will work with the Board Manager to determine the testing window within the months of February and March each year. The Contractor shall not be responsible for administering the assessments to individual Idaho students. All assessments will be administered by school district Examiners.

The Contractor will assess all LEP students. It is not possible to determine exactly how many students will participate in the assessments across the grade levels beginning in the spring 2006; however, data from the 2003-04 school year reveals that the following numbers of students were enrolled in an LEP program:

Grades	Number
K	2002
1	1910
2	1884
3	1775

4	1645
5	1641
6	1533
7	1456
8	1375
9	1199
10	1096
11	912
12	765

For purposes of this RFP, Bidders shall be required to assess all LEP students using the numbers of students listed above (incremented by 10% in each cell) as a guide. The estimated annual increase of LEP students tested is 10%. From year to year, the Contractor shall work with the individual districts to ensure that all students are assessed. The Contractor will propose an electronic student information collection system, further described in section 3.5.

3.2 Assessment Materials

As one of the MWAC participating states, Idaho has ownership of the test materials with which the Contractor will begin work. Any additional materials that are created by the Contractor as required by Idaho will be owned by the State as more particularly set forth in Section 2.1 – Intellectual Property.

3.2.1 Tests Documents

At the beginning of the contract, the Contractor shall be given copies of all existing MWAC test forms in PDF format. There are two secure forms of the test (Form 1 and Form 2) for alternate year assessment and one electronic item bank of all test items developed. While the tests themselves are not included as an exhibit in this RFP, the test blueprints are located in Appendix B.

The Contractor shall make changes in the format and content of these materials as specified by the Board Manager. Changes will be necessary to identify the materials as part of the Idaho ELP assessment. In addition, the Board Manager may add or delete items or move items to other locations in the booklet(s). The Board does not yet know the nature of the exact changes needed. Bidders shall anticipate the costs for changes in their proposal. The Contractor shall receive no payment in addition to the payments specified in the cost proposal for the costs of additions, deletions, re-location and editing of the materials. The Board anticipates that additional item development may also be necessary to ensure alignment of the test. More information on item development can be found in section 3.15 and will be a Cost Option.

For each of the two tests (Form 1 and Form 2), the Contractor shall prepare a "Form A" and a "Form B", from the MWAC test deliverables. These two forms differ in difficulty,

thus permitting students to be assessed closer to their true level of competency. The Examiners will use the Locator Process to help determine whether to assess the students with "Form A" or "Form B." The purpose of the Locator Tool is to match students with the appropriate level of the assessment: level A or B for reading and writing. This tool is needed when testing grade spans 1–2, 3–5, 6–8, and 9–12. The Locator Tool is not used when administering the K-1 assessment. Both Form A and B shall be available for administration statewide during the State designated testing window.

All tests will be treated as secure documents and collected by the Contractor from the school districts after each spring administration. All paper and pencil test booklets will be boxed and shipped to the Contractor to be counted no later than two (2) weeks after the end of the testing window (Idaho Rules, Section 111.11.a.) The Contractor will pay for all shipping from the districts. Materials will not remain in the schools or districts throughout the year.

The materials to be prepared by the Contractor are described in the following sections.

3.2.1.1 Grades K-1

Testing Environment: The Examiner will assess Writing through a checklist that is part of the answer document. For the Reading test, the student proceeds until reaching a frustration level. For this test, *frustration level* is defined as the point at which a student has missed three consecutive questions. The Examiner Manual for this grade span contains general directions, scripting for each question, and scoring information. It is the examiner's responsibility to score each open-response question at the time of testing.

Contractor Requirements: The Contractor shall be responsible for editing, printing, and distributing the assessment materials for these grade spans. The Contractor will prepare separate test booklets for Reading, Listening, and Speaking and a Listening Test CD that contains the stimulus material the student will hear. The Contractor shall prepare and distribute one (1) Examiner Manual that includes necessary scoring guides. The Examiner Manual will be available in hard copy, as well as electronic version for each district. The Contractor will provide a model of the four (4)-page scannable answer document containing answer spaces for all four tests with the Examiner Manual.

3.2.1.2 Grades 1-2

Testing Environment: The assessments are intended to be administered to groups of five (5) to seven (7) students, with the exception of the Speaking Test that is individually administered. The Listening, Reading, and Writing tests will require about 45 minutes to administer, per group. The Examiner Manual for this grade span contains general directions, scripting for each question for all modalities, and scoring information for the speaking test. It is the examiner's responsibility to score the speaking test at the time of testing.

Contractor Requirements: The Contractor shall be responsible for editing, printing, and distributing the assessment materials for these grade spans. The Contractor shall prepare

and distribute three (3) separate test booklets, one each for Reading, Listening, and Speaking, and one Examiner Manual that includes necessary scoring guides. The tests distributed by the Contractor will be in the form of scannable booklets with space for student answers. In addition, the Contractor shall provide a scannable answer sheet to be used to record the student's responses to the Speaking test. The Examiner Manual distributed by the Contractor will include directions for using the Locator Process that will be of assistance in placing each student into the correct test level (Form A or Form B). The Locator Process is used only with the Reading and Writing tests. The Contractor shall provide one (1) Listening Test CD containing the stimulus material.

3.2.1.3 Grades 3-5, 6-8, and 9-12

Testing Environment: The assessments are intended to be administered to groups of five (5) to seven (7) students, with the exception of the Speaking Test that is individually administered. The Listening, Reading, and Writing tests will require about 45 minutes to administer, per group. The Examiner Manual for each of these grade spans contains general directions, scripting for each question for all modalities, and scoring information for the speaking test. It is the examiner's responsibility to score the speaking test at the time of testing.

Contractor Requirements: The Contractor shall be responsible for editing, printing, and distributing the assessment materials for these grade spans. The materials for these grade levels are similar to those for Grades 1-2 with the following exceptions. The Contractor shall provide a separate, scannable answer document, identified separately by grade span. The answer document for grade spans 3-5 is 8 pages long. The answer document for grade spans 6-8 and 9-12 is 12 pages long.

All four (4) tests, Listening, Speaking, Reading and Writing will be answered on the answer document. The Examiner Manual distributed by the Contractor will include directions for using the Locator Process that will be of assistance in placing each student into the correct test level (Form A or Form B). The Locator Process is used only with the Reading and Writing tests.

3.2.2 Listening CD

The Contractor shall be provided with a master CD and shall make copies sufficient for the administration of the Listening Test in each school. The Listening CD will be duplicated on a non-writable, CD and will be required to be returned to the Contractor with the testing materials. The Contractor shall provide one (1) CD for each anticipated Examiner, as determined by the Contractor and the districts before the assessment window, with two (2) extra copies provided to the school district assessment coordinator. These shall be considered as part of the secure test materials and returned, at the Contractors expense, after the test administration period with the test booklets. Each school will provide its own CD players to be used in the assessment.

3.2.3 Examiner Manual

The Contractor shall be provided a PDF file containing the current version of the Examiner Manual. The text of the Examiner Manual shall be modified by the Contractor as appropriate to reflect the changes made to the test documents. The final Examiner Manual must be approved by the Board Manager. The Contractor shall provide an electronic version of the Manual and duplicate and distribute the Manual in sufficient paper copies for each Examiner, as requested by the districts before the assessment window, in each school to have one, plus an overage supply of at least 10 given to the district assessment coordinator.

3.2.4 Answer Documents

The Board will provide the Contractor with examples of separate answer documents prepared by MWAC. The Contractor shall modify the example answer documents as directed by the Board Manager. The Contractor shall provide space on page one of the answer document for school or district staff to affix a gummed barcode label, pre-gridded with student identification information, collected electronically by the Contractor before the assessment window. This process is described further in section 3.5. The Contractor shall print and distribute a sufficient number of answer documents for each student to be assessed, as determined by the Contractor and the districts before the assessment window, plus a 10% overage at the school and district levels. The Contractor may propose alternate solutions for the answer document or pre-gridded barcode labels that will provide better efficiency if no additional charge to the Board is incurred.

3.2.5 School Header Forms

The Contractor shall develop a mechanism to provide school header forms. The Contractor shall design, print, and distribute school header forms for each school participating in the assessment. The form shall allow spaces for the school assessment coordinator to record the number of students tested and not tested. For each student not tested, there shall be a separate form upon which will be recorded the student's name and reason he/she was not tested. The header form shall be pre-gridded with school identification information provided by the Board Manager.

3.2.6 District ELP Assessment Administration Guide

The Contractor shall design, print, and distribute a guide document that informs the school district assessment coordinator of his/her responsibilities with regard to the implementation of the ELP Assessment. The Contractor shall propose the contents of the guide, subject to the review and approval of the Board Manager. Generally, the guide will advise the district coordinator of the various responsibilities associated with distribution of materials, receipt of materials from the schools, shipping materials back to the Contractor for scoring, distribution of overage materials, responding to questions and problems that may occur, and security of materials. The Contractor shall prepare the guide as an 8½ by 11 inch document, printed on two sides. The Contractor shall provide an electronic version of the guide, as well as print the guide and distribute at least three

copies to each school district plus maintain additional copies for distribution at the request of a district.

3.2.7 Packing Lists

The Contractor shall design, print, and distribute packing lists for each school and school district. District and school contact information will be provided to the Contractor by the Board Manager. The packing lists will show the materials that are being shipped to the district and schools, including lists of any overage materials. A district and school master list showing the specific items being sent, the quantities shipped, and the destination of each shall be sent to each district assessment coordinator and a school list showing the same information, specific for the school, shall be included in the shipment to each school.

3.2.8 Return Shipping Labels

The Contractor shall design, print, and distribute return shipping labels for each school to return materials to the district assessment coordinator at district expense. The Contractor shall provide labels and a shipping method for the district assessment coordinator to return the materials to the Contractor for scoring at the Contractor's expense. Such shipping method shall be by two-day traceable delivery.

3.2.9 Test Results Interpretive Guide

The Contractor shall design, print, and distribute a "Test Results Interpretive Guide." The Contractor shall provide an electronic version of the Guide, as well as two copies for each school and each district. The purpose of this document is to assist school and district personnel to interpret the assessment results. The document shall be 8½ by 11 inches in size, printed on two sides. It shall include a general discussion of the assessment design, illustrations of each report form, and explanations of how to read the report forms. The Contractor shall propose the design and content of the Test Results Interpretive Guide, subject to review and approval by the Board Manager.

3.2.10 Assessment Technical Report

The Contractor shall design, print, and distribute an annual "ELP Assessment Technical Report." The purpose of this document is to describe the technical characteristics and quality of the assessment tests at each level. The document shall be 8½ by 11 inches in size, printed on two sides. It shall include, in detail, internal reviews of statistical and psychometric information about the test reliability, validity, item bias, and student performance. The Contractor shall be responsible for conducting all necessary statistical analyses. The report shall address topics required by NCLB as well as appropriate topics suggested by the Standards for Educational and Psychological Testing (AERA/APA/NCME, 1999). The Contractor shall propose the design and content of the ELP Assessment Technical Report, subject to review and approval by the Board Manager. The Contractor shall print 500 copies of the ELP Assessment Technical

Report. Two copies shall be shipped to each school district assessment coordinator and the balance shall be sent to the Board Manager. The Contractor shall also provide an electronic version of the ELP Assessment Technical Report. An external validity and reliability review will take place after the 2nd year of test administration. If deficiencies are highlighted in the external review, the Contractor will be responsible for addressing and realigning the deficiencies at no additional cost to the State Board of Education within a reasonable time frame, as negotiated with the Board Manager.

3.2.11 Summary Management Report

By June 30 of each Contract year, the Contractor shall prepare and deliver to the Board Manager a "Summary Management Report." The draft of this report shall be delivered to the Board Manager not less than thirty (30) days prior to this deadline for review and editing. The purpose of the report shall be to describe the assessment activities accomplished during the previous assessment year, any difficulties that need to be addressed, and any suggestions for changes in products and services for the following assessment year. The Contractor shall print ten copies of the Summary Management Report and ship them to the Board Manager. The Contractor shall also provide an electronic version of the Summary Management Report.

3.3 Contractor Services

In general, the Contractor shall complete those activities required to successfully implement the Idaho ELP Assessment. This shall include preparation of Products described in section 3.2 and implementation of all services described in this Section.

3.3.1 Program Management

The Contractor shall provide staff sufficient to accomplish all required tasks in a timely manner. The Contractor will assign professional staff members who are qualified, experienced, and capable. At the least, this shall include a single individual designated as Program Manager who will be the sole point of contact with the Board Manager. This RFP does not specify the number of other individuals that shall be assigned to work under the Contract, either full-time or part-time.

Bidders shall include in their proposal a discussion of the human resources that will be working under the Contract, listing the individuals by name or function and describing the percentage of time the individuals will be assigned to work under the Contract. An appendix to the technical proposal shall contain one-page vitae for each of the professional personnel to be assigned to the Project, indicating relevant educational background and professional experience.

3.3.2 Management Meetings

The Contractor shall attend regular management meetings in Boise between the Contractor and the Board Manager. The Contractor shall expect that there will be at least three

meetings in Boise per fiscal year, which shall be the period between July 1 and June 30 of each calendar year. Bidders shall include in their proposals information describing how many staff members they propose bringing to each meeting. The travel costs associated with the meetings shall be included in the Cost Proposal. For planning purposes, bidders shall assume that each meeting will begin at 8:30 a.m. on day one and conclude at noon on day two.

The Board Manager shall be responsible for designating meeting facilities and paying costs for the meeting facilities. The Contractor will be responsible for travel, per diem and lodging for its own staff, subject to the provisions of Section 2.10 - Travel.

Additional management meetings shall be conducted as conference telephone calls that can occur at any time throughout the fiscal year. Initially, the Contractor should plan on weekly phone conference calls. These calls may include persons at widely scattered locations. Bidders shall include in their cost proposals an amount sufficient to pay for such calls. For bidding purposes, bidders shall anticipate one such conference call per month. Other long distance calls between the contractor and the Board Manager will occur as needed throughout the term of the Contract.

3.3.3 Communication Tools

To meet timelines for completing work tasks, the Contractor shall use overnight express delivery or comparable rapid delivery services of drafts and copies of Products such as test books, report forms, and ancillary materials. Bidders shall include in the Cost Proposals an amount sufficient for such delivery, the quantity of which cannot be accurately predicted.

The Contractor also shall communicate with the Board Manager through the use of Internet e-mail and fax transmission. The proposal shall specifically describe the Bidder's capability in this regard.

3.3.4 Management Reports

The Contractor shall prepare several Management Reports as the ELP Assessment is implemented. These Management Reports are as follows:

3.3.4.1 Operational Work Plan

The Contractor shall prepare an annual "Operational Work Plan" as a working document to be developed and amended, as directed by the Board, during the Contract term. The Operational Work Plan shall be bound in loose-leaf binders with one copy held by the Contractor and one held by the Board Manager. The Contractor also shall provide an electronic version in WORD form to the Board. The Operational Work Plan will include:

1. Documentation of proposed procedures for all work tasks under the Contract.

2. A program schedule developed by the Contractor in a format that is approved by the Board such as Microsoft Project.

3. Work task specifications developed each year. The specifications will describe the tasks to be accomplished and the procedures the Contractor will use to accomplish the required work tasks.

4. A final copy of each report form required by this RFP.

5. A final copy of each data tape/cartridge/CD format showing the data elements, file positions, filler strings, coding used within each field, and any other information necessary for a researcher or programmer to utilize the data files.

6. A final copy of each Product produced during the year, with each copy stored in a three-hole clear plastic folder.

3.3.4.2 Monthly Status Report

The Contractor will provide a "Monthly Status Report" to the Board Manager. The Monthly Status Report will identify the status of the major tasks identified on the program schedule that are not completed and identify any important Project questions or issues. The Contractor shall identify any work task that is behind schedule. The Contractor will mail and e-mail an electronic version of the status report to the Board on the last day of each calendar month.

3.3.4.3 Accounting Report

The Contractor shall produce an "Accounting Report" and submit a copy of such report to the Board Manager every six (6) months. The Accounting Report will provide a summary of balances of Reimbursable Funding Categories identified in Section 4.11 and reflect adjustments resulting from substitutions of work tasks.

3.3.5 District Communications

All communication between the Contractor and school districts must be directed through or approved by the Board Manager. Memos required to implement various aspects of the assessment will be prepared by the Contractor and approved by the Board Manager prior to release.

The Board Manager will instruct school districts to communicate directly with the Contractor as described in Section 3.10. For this purpose, the Contractor will provide a toll-free telephone number and a toll-free fax number.

3.4 Printing, Packing, and Distribution

The Contractor shall be responsible for printing all Products required for the assessment including those previously described in Section 3.2 and other ancillary materials not otherwise listed, such as memoranda, letters, and handouts for meetings.

The Contractor shall be responsible for proper packing of all Products for shipment to school districts and to the Board Manager. No shipping box shall weigh more than thirty-five (35) pounds. Shipments of boxes to school districts, schools, and to the Board Manager shall provide for inside delivery. The Contractor shall be responsible for maintaining an accurate distribution list of names, addresses, and telephone numbers. The Board Manager will provide an initial list to the Contractor.

The Contractor shall maintain an inventory control process wherein all Products being shipped to and from the Contractor's facilities are counted and tracked. Missing shipments shall be traced, located, and redirected to the proper location. Boxes containing test booklets shall not be given any outside label that reveals the contents.

The Contractor shall provide pre-paid shipping for districts to return completed tests and answer documents as more particularly described in Section 3.2. If boxes that were used to initially ship materials are to be used again to return materials, this shall be made explicitly clear in all directions to school district and school personnel.

3.5 Pre-Gridding Labels

The Contractor shall implement a process whereby school districts can obtain pre-ID labels, sorted by student and by school, for delivery to the schools prior to testing each spring. Bidders shall propose a process for accomplishing this work task. The Bidder's proposed process may be based on (1) school district submission of data files containing the required information or (2) schools registering students for the test via an on-line, secure web site. Other proposed processes will be considered if they are equally feasible but either more practical or more economical.

The pre-grid labels will be designed to carry the following information and the proposed process will be designed to accept the designation of such information for each student:

(a) School district name and ID number
(b) School name and ID number
(c) Student name and ID number
(d) Student gender, race/ethnicity
(e) Student native language
(f) Student country of Birth, and date of birth
(g) Special Education status
(h) Student free or reduced lunch status
(i) Student date of entry to the U.S.
(j) Student English proficiency level upon arrival into the U.S.
(k) Student status as migrant, refugee, or immigrant
(l) Cohort designation (section 3.6.4)

(m) Other information specified by the Board Manager.

If the Bidder's proposed process involves district submission of a data file, the Bidder shall include in the proposal the method(s) through which the school district will demonstrate its capability to provide accurate information in the correct format, by the deadlines reasonably specified by the Contractor. All pre-gridding processes shall include a trial run whereby the school district is allowed the reasonable opportunity to verify the accuracy of the labels.

3.6 Scoring, Scaling, Equating, and Reporting

The Contractor shall:

(a) Score all multiple-choice and constructed response (i.e., performance) items, inclusive of writing samples.
(b) Scale the scores of each test.
(c) Equate test forms from year to year as well as equate multiple field test forms.
(d) Calculate student, school, district, and state growth and performance.
(e) Report test results at each level.

3.6.1 Scaling and Equating-

The Board requires the use of item response theory (IRT) approaches to these tasks rather than the classical test theory approaches. Bidders shall submit a plan that meets this requirement and shall provide a rationale for the solutions that are proposed. If a Bidder wishes to propose an alternative solution, it first must address the requirement and then can discuss the alternative, clearly making a distinction between the two and clearly costing the alternative separately.

The ELP tests are constructed differently across the grade spans and use different mixes of items and observations; therefore, Bidders must be careful in considering how to define a student's final total scores or ratings. Consideration must be given to the issues of equating and scaling in this context because it may be that alternative methods should be used rather than traditional methods.

3.6.2 Scoring

For the K-1 tests, the Examiner scores all items as the student takes the test. Therefore, all information can be derived directly from the materials received from the school. The Contractor shall not be required to perform any hand scoring operations involving hired readers/raters.

For the tests in grades 1-2, 3-5, 6-8, and 9-12, the Examiner scores the speaking modality as the test is being given to individual students, and the scores are recorded on an optical scan form. For all other modalities, the students will mark responses on an optical scan

form. Therefore, all information can be derived directly from the materials received from the school.

The Contractor's responsibilities for scoring the tests will include scanning the answer documents, building the data files, cleaning the files of erroneous information, and scoring the tests according to protocols developed for the MWAC tests. The Board Manager will provide protocols to the Contractor for these tasks.

As mentioned previously in Section 1.3, the State must report "Comprehension" scores. To accomplish this, the Contractor shall sum each student's performance in Reading and Listening and report the result as "Comprehension." The Contractor shall be responsible for these calculations and for reporting the Comprehension score on the various report forms.

3.6.3 Reports

The Contractor shall provide electronic and printed reports for students, schools, districts, and the State. In addition, the Contractor shall provide raw data files at all levels for the Board Manager.

The Contractor shall propose mock-up designs for the various reports for consideration by the Board Manager. The Board Manager will specify the changes that are to be made in the forms.

The minimum reports to be produced by the Contractor are as follows. If other reports are deemed necessary by the Board Manager, an amendment to the Contract will be negotiated.

1. Individual Student Report (2 copies to the school)
2. School Listing of Students Report (1 copy to the school; 1 to the district)
3. School Summary Report (1 copy to the school; 1 to the district)
4. School Summary Growth Report
5. School Subgroup Summary Report (1 copy to the school; 1 to the district)
6. School List of Not Tested Students (1 copy to the school; 1 to the district; 1 to the Board Manager)
7. District Listing of Schools Report (1 copy to the school; 1 to the district; 1 to the Board Manager)
8. District Summary Report (1 copy to the school; 1 to the district; 1 to the Board Manager)
9. District Summary Growth Report
10. District Subgroup Summary Report (1 copy to the school; 1 to the district; 1 to the Board Manager)
11. State Listing of Districts Report (2 copies to the Board Manager)
12. State Summary Report (2 copies to the Board Manager)
13. State Subgroup Summary Report (2 copies to the Board Manager)
14. State Student Frequency Distributions (2 copies to the Board Manager)

15. State Summary Growth Report

3.6.4 Data Warehouse

The Contractor shall design and implement a longitudinal data warehouse that will store ELP assessment information on individual students over multiple years so that progress can be measured and reported. The Contractor shall prepare a plan for developing the data warehouse for review and approval of the Board Manager. The plan shall include timelines for implementation, a description of the software platform to be used, the data elements to be included, and any anticipated problems for which solutions must be sought. The Contractor shall include in the plan a proposed definition of a "cohort group", to be approved by the Board Manager, and specify how members of the cohort will be identified and tracked over time.

The Contractor shall create and maintain this data warehouse throughout the lifetime of the Contract for all assessment administrations and shall provide the electronic file for the data warehouse to the Board Manager at a time specified by the manager. The Contractor shall design the data warehouse so that it does not use a proprietary system that would preclude its transfer to a different Contractor in the future.

3.7 Quality Control

The Contractor shall be responsible for providing quality control for all processes and Products. The Contractor shall provide a written assurance that all results are completely accurate and that printed documents do not contain errors. Bidders shall include in their proposals a description of their capability to meet this objective and the manner in which they will provide quality control.

3.8 Gummed Labels

The Contractor shall provide gummed labels containing student assessment results if requested by a school district on behalf of its schools. This service shall be provided only if requested by a school district. School districts will be responsible for the associated fee. Bidders shall include the fee to be charged for student labels in their proposal. The Contractor shall not raise the fee without the prior approval of the Board Manager. The Contractor shall develop a procedure for the districts to request and purchase the labels. This procedure shall be made clear to the districts in the District ELP Assessment Administration Guide. The labels shall include the district name, school name, student name, identification number, and summary test results. The Contractor shall propose a design for the labels to the Board Manager for review and edit. The Board Manager shall have the authority to require changes in the label.

3.9 Computer Data Files

No later than June 30 of each year during the term of the Contract, the Contractor shall provide to each school district a CD containing the summary assessment results for each

student in the school district who was assessed. The summary shall not include item-by-item data. The CD shall be formatted as a text file, Excel file, or other format approved by the Board Manager. The Contractor will provide one summary data file to the Board Manager, inclusive of all districts. The format of the summary data file shall allow for the Board to run additional data reports.

3.10 Test Administration Services

The Contractor shall be responsible for test support activities related to test administration. Test support activities shall include the preparation and distribution of Products as described elsewhere in this RFP. In addition, the Contractor shall provide a toll-free "hotline" number for school district and school personnel to contact the Contractor, Monday through Friday, 7:00 a.m. to 6:00 p.m. Mountain Standard Time. The purpose of the hotline is to provide speedy responses to any difficulties that school or school district personnel have with the materials needed to administer the test and to provide a point-of-contact for lost shipments. The individuals answering the hotline shall not be responsible for responding to policy questions or communicating with news media representatives, parents, students, or citizens about the testing program.

3.11 Test Administration Training

The Contractor shall provide for annual test administration trainings in up to seven (7) regional locations across Idaho. The Board Manager shall designate the location of such regional trainings, however the Contractor will manage and include in the cost proposal the meeting site, breaks/lunch for the participants and travel, lodging and per diem for the Contractor staff. Costs for participant travel to the meetings will be borne by the individual districts.

The Contractor shall prepare a PowerPoint presentation and camera-ready handouts to be used to train school personnel to administer the ELP assessments. The Contractor shall draft the materials and submit them to the Board Manager for review and approval. The Contractor shall distribute an electronic version and copy and distribute one set of the presentation and handouts to the Board Manager, each district assessment coordinator, and each school coordinator. The presentation and handouts shall arrive at their destinations not later than five (5) weeks prior to the beginning of the spring assessment.

The MWAC project included development of a training video related to the administration and scoring of the assessments. The Board Manager and the Contractor shall review the video to determine whether it would be useful for the training program. As a Cost Option, the Bidders shall include costs for (1) duplication of the existing video and (2) preparation of a new video. The number of copies and the distribution will be the same as described in the previous paragraph.

3.12 Scoring Constructed Response Items

The Contractor shall be responsible for scoring the student responses to the open-ended constructed response items that appear on the tests for grade spans 3-5, 6-8, and 9-12. The number of such items is shown on the blueprints located in Appendix B.

Bidders shall include in the proposals a clear and detailed description of how the requirements for scoring constructed response items will be met.

3.13 Scoring Requirements

3.13.1 Designation of Scoring Site

The Contractor shall select the site at which scoring of constructed response items will occur. This site does not have to be located in Idaho. The Contractor shall be responsible for all features of the scoring site including but not limited to the space acquisition, tables, chairs, climate control, telephone, audio-visual, computers, Internet connectivity, duplication of materials, and other equipment and material needed to complete the scoring. The facilities shall include restrooms, break rooms, and space for scorers to eat lunch.

3.13.2 Hiring Scoring Staff

The Contractor shall select the individuals who will score the student responses and the individuals who will supervise and coordinate them. For planning purposes, the Bidder shall assume that each student response will be read and scored by one reader with 20% of the student responses read by a second independent reader. Each scorer shall be an individual who has earned at least a four-year college degree. Individuals who have previously worked as scorers or who have had classroom teaching experience are preferred. There shall be a table leader for small groups of scorers as well as an overall scoring supervisor.

3.13.3 Training Scorers

The Contractor shall be responsible for all training needed to guarantee that the scorers and table leaders will be able to complete their assigned tasks. Bidders shall include in their proposal a description of the proposed training procedures. The Contractor shall be required to deliver initial training as well as refresher training for any individual whose scoring accuracy drops below acceptable standards of accuracy during the scoring sessions. The Contractor shall propose to the Board Manager for review and approval the standards of accuracy for the scoring process.

Scorers shall be instructed how to maintain security of student responses and how to be alert for responses that may indicate serious potential problems such as suicide, abuse, threats to others, etc.

3.13.4 Training Papers, Anchor Papers, and Calibration Papers

The Contractor shall be responsible for identifying student responses to be used for the following three ways:

1. training table leaders and scorers;
2. serving as anchor responses to illustrate each possible score point; and
3. serving as calibration responses to be randomly given scorers throughout the day to verify that they are still reading accurately.

3.13.5 Scoring Procedures for Constructed Response Items

The Contractor shall be responsible for scoring all constructed response items. Each response will be read the specified number of times (see section 3.13.2) and the Contractor shall implement procedures for including a third reading if the first two readings are not identical or within one score value. Readers shall work independently with no advance knowledge of scores assigned by other scorers. All student papers will be scored without knowledge of the student's name, gender, ethnicity, education classification (e.g., student with a handicap) school identification, or district identification.

The Contractor's work schedule for the scoring process shall provide breaks during the day so that scorers do not get overly fatigued. After each extended break of one hour or more, scorers shall be required to review the scoring criteria and anchor papers. Anchor papers will be provided with the MWAC test deliverables.

3.13.6 Quality Assurance

The Contractor shall implement quality assurance methods approved by the Board during the scoring sessions. At a minimum, these methods shall provide for the calculation of inter-rater reliability and the consistency with which the readers score the designated calibration responses. Statistics shall be maintained by the Contractor to describe the productivity of each scorer and all scorers combined. If more than one scoring site is used, quality assurance information must be maintained at each site. The Contractor shall provide all statistical information about the scoring process to the Board Manager on a daily basis during the scoring process.

3.13.7 Alignment Study

Bidders shall propose a methodology through which the Contractor will complete an alignment study of Forms 1 and 2, each inclusive of Forms A and B, and the additional items produced by the MWAC project but not yet formatted into a test form. The MWAC tests were created generically and not specifically for the State of Idaho, so there is the possibility that the alignment of the items with Idaho ELP standards is imperfect. The purpose of the alignment study shall be to identify alignment issues that may be needed in the tests.

Bidders shall propose the methodology, timeline, and costs for completion of the alignment study. There are a variety of approaches available to conduct alignment

studies. See, for example, LaMarca, 2001; CCSSO, 2003; Webb, 1999; ACHIEVE, 2002; WestEd, 2004; and Rothman, Slattery, Vranck & Resnick, 2002. Bidders shall consider the purpose and design of the MWAC products and the characteristics of the various alignment approaches and shall propose a model that is appropriate and feasible. The Board desires that the alignment study be professionally acceptable, comprehensive, financially reasonable, and capable of identifying the specific areas that need improvement. General conclusions and broad recommendations related to alignment will not be accepted by the Board, as they would not form the basis for specific improvements to the tests.

The Contractor shall produce a report of the alignment study methodology, findings, and recommendations. The report shall be given to the Board Manager for review and comment, after which the Contractor will prepare a second draft. The Contractor shall present the second draft to the Board Manager for review and comment, after which the Contractor will prepare a final version. The Contractor shall provide the Board Manager with an electronic WORD file of the alignment report, an original printed version, and 15 printed copies.

The Contractor shall begin preparation of the alignment study immediately after the Contract has been issued, and shall deliver the final report to the Board not later than 120 calendar days after the Contract issue date.

The Board anticipates that additional alignment work will be required based upon the conclusions of the initial alignment study. Clearly, the Contractor shall take steps to assure alignment during the item development (Section 3.15), but the Board may desire more comprehensive alignment studies. If this occurs, the Board shall prepare specifications, and Purchasing, in its discretion, may amend the Contract to include the costs and requirements for the additional work.

3.13.8 Test Accommodations

The Contractor shall develop procedures for assessing students with disabilities. The Contractor shall give the procedures to the Board Manager for review and approval prior to printing. The Contractor shall include the specific accommodations that will be permitted in the test administration manuals.

Bidders shall include in their proposal a rationale for and description of test accommodations that are appropriate for the population of students to be tested. As a beginning point in considering proposed solutions, Bidders shall review the accommodations and adaptations that are currently offered in the ISAT program.

3.13.9 Setting Proficiency Standards

The Contractor shall develop procedures for the creation of proficiency standards, or cut-scores, for each of the levels of the ELP tests. The Contractor shall provide the procedures the Board Manager for review and approval prior to initiation of the standard-

setting operations described below. Clear definitions of the proficiency levels will be determined during the standard-setting sessions. The cut-scores developed will be presented to the Board for approval. The standard-setting operations shall be conducted immediately after the data from the spring 2006 test results are available, no later than July 2006.

The Board prefers a methodology based on the "bookmark" procedure (see http://www.cde.state.co.us/cdeassess/csap/asperf.htm and other sites for information about this procedure). However, Bidders may propose an alternative approach for consideration, in which case a rationale for selection of the alternative procedure must be included in the proposal.

The Contractor shall be responsible for all tasks related to the standard-setting operations. The standard-setting operations shall be conducted in Boise using Idaho educators and non-educators, coordinated by the Board Manager The Contractor's responsibilities shall include obtaining the facilities, preparing training materials, training the participants, obtaining necessary audio-visual and computer equipment, maintaining records of the proceedings, guiding the discussions, and tallying the results of the various rounds of voting. Bidders shall include all associated costs, including meeting costs and participant travel (as per section 2.10), lodging, and stipends in the Cost Proposal.

3.14 Placement Test - Cost Option #1

As a Cost Option, the Contractor shall implement a test development operation to create shorter, quick to administer test forms that can be used as "Placement Tests" at each of the grade spans. The MWAC project will provide a bank of items beyond those found on Forms 1 and 2. The alignment of these items will have been studied as part of the previously mentioned alignment study in section 3.13.7, so there will be information about the extent to which items must be deleted, changed, or added.

The Contractor shall develop a Placement Test that can be administered to LEP students immediately upon enrollment. The purpose of the Placement Test is to identify students with English language difficulties and place them in the appropriate level of instruction. There will be no large-scale batch processing of the Placement Test. Instead, it will be entirely scored at the local school level.

The Contractor shall provide a revised Examiner Manual and scoring guides for the Placement Test. The Contractor shall print a supply of the Placement Test, Manuals, and answer documents. The Contractor shall supply the documents to district assessment coordinators as requested throughout the year.

Bidders shall include in their proposals a description of how they will approach the task of creating a Placement Test, the proposed test design, how the Placement Test will be administered and scored, and what scores will be available to the local classroom teacher.

3.15 Item Development - Cost Option #2

The Contractor shall develop and "field test" additional assessment items for all grade spans and content areas. The purposes of the development of additional assessment items shall be to create test items that can be used to (1) bring the existing test forms into better alignment with Idaho standards and (2) refresh operational Forms 1 and 2 so that they are not repeatedly used. The first priority in the development shall be items needed to improve alignment.

For the purpose of their proposal, the Bidder shall assume that the test form given each year will contain up to thirty percent (30%) renewed items. The contractor shall further assume that half (1/2) of the newly written items will not survive the external validation reviews, as described in section 3.15.1 below. Therefore, the Contractor shall write twice the number of required items to allow for attrition.

3.15.1 New Item Development

The Contractor shall take steps to make each new version of the test form equivalent in structure and scoring as the prior test forms. See Appendix C for the current number of items on each test.

New items will be written by Contractor staff, subjected to internal reviews, and submitted for external reviews by Idaho educators. The Contractor shall prepare a plan for item review meetings to take place in Boise and submit the plan to the Board Manager for review and approval. Following approval by the Board Manager, the Contractor shall conduct the review meetings. The Contractor shall obtain and pay for meeting facilities, pay travel (as per section 2.10), per diem, and honorarium costs for participants, provide required audio-visual and computer equipment, provide copies of required materials, guide and manage the overall process, and provide staff members to chair the various committees. For planning purposes, Bidders may assume committees, selected by the Board Manager, organized as follows:

> Grades K-1, 1-2, and 3-5: Reading and Writing 12 people; Listening and Speaking 12 people
>
> Grades 6-8 and 9-12: Reading and Writing 12 people, Listening and Speaking 12 people

3.15.2 Field-Testing

After final reviews and edits are completed (see previous section), the Contractor shall place the new items on operational test forms, as described below, and test the revised test forms across the state in the next spring test administration as a "field test." The field test items must be placed on the test in such manner that they cannot be identified as new items and do not unreasonably extend the time required to complete the tests. Multiple test forms will be required to field-test all of the new items developed in any single year.

Bidders will include a discussion of the field-testing process and include a test development plan that meets the requirements of the RFP.

All new items shall be the property of the State of Idaho. The Contractor shall obtain copyright permissions if any stimulus material is used that is owned by some other party or institution.

Bidders shall include in their proposals a plan and annual timeline for accomplishing the test development activities. Bidders also shall include a description of their experience and skills in item development, field-testing new items, and scale equating.

3.16 Score Reports via Internet - Cost Option #3

As a Cost Option, the Contractor shall develop a method through which all school and school district summary and listing reports shall be made available through a secure Internet site. The test results for individual students shall only be available to district assessment coordinators through a password-protected procedure.

The Contractor shall work cooperatively with the Board Manager in the design and implementation of this reporting system. The Board Manager shall review all proposed procedures and determine their acceptability.

Bidders shall include in their proposals a description of an Internet reporting system, including its technical design, data contents, and security mechanisms.

Section 4 – Procedural Requirements

4.1 Contract Approval and Management

The Contract must be approved by the Board. Thereafter, the Contract shall be managed by the Board Manager. Decisions made by the Board Manager in the management of the Contractor shall have the same effect as if they had been made by the Board. Purchasing has delegated day-to-day management of the Contract to the Board. The Contract can be amended only as set forth in section 2.14 of this RFP.

4.2 Management Meetings

The successful operation of the Project will require regular management meetings between the Contractor and the Board Manager. Throughout the Contract period, the Contractor will confer with the Board on a continuing and consistent basis and will be involved in periodic face-to-face meetings and telephone conference calls with the Board. For ordinary daily and weekly conversations between the Board Manager and the Contractor's Manager, email correspondence and telephone conference calls shall be conducted. However, the proposal shall also include provisions for at least three face-to-face management meetings to take place at the Board office in Boise, unless an alternative location is approved by the Board Manager.

The Contractor shall anticipate that from one (1) to three (3) of its staff members will attend the management meetings, which will also include Board staff. The Contractor will be responsible for the cost of sending staff to Project management meetings.

The cost proposal must include funds specifically set aside for Contractor staff travel for the Project management meetings. In the event that all three authorized trips are not taken, the resulting cost savings will be deducted from the final payment under the Contract. The proposal must include a specific line item for these travel dollars.

The Board Manager shall have the authority to specify when a management meeting or portion thereof can be conducted via telephone conference call as opposed to a face-to-face meeting.

4.4 Board Approval of Procedures, Processes, and Products

The Contractor will work closely with the Board Manager to complete all work tasks. The Board Manager must approve all procedures, processes, and materials used by the Contractor to complete the Contract work. All Products must be approved by the Board Manager. The Board reserves the right to determine specific details of work tasks and Products that are not addressed by the Contract.

4.5 Delivery of Products

To meet timelines for completing work tasks, the Contractor will need to use overnight express delivery or comparable rapid delivery services for drafts and copies of important Products. The proposal shall include an amount set aside for this purpose.

4.6 Project Management Reports

Three Project reports are to be prepared by the contractor to facilitate management of the Contract: Operational Work Plan, Status Report, and Accounting Report. The Contractor shall also prepare a Final Summary Contract Report.

The Operational Work Plan is a working document to be developed and supplemented as the Project progresses. The Contractor will provide and continually update two copies of the Operational Work Plan, which is to be bound in loose-leaf binders for the Project term and kept in the possession of the Board Manager. The Operational Work Plan will document proposed procedures for all work tasks and include copies of all Products developed during the course of the Project. The Operational Work Plan will contain the Project schedule and work task specifications developed for each aspect of the Contract.

The Contractor will provide a monthly Status Report to the Board Manager. The Status Report will identify the status of major tasks in process for recent and upcoming work tasks and identify progress on important Project issues.

The Accounting Report will provide a summary of expenditures and balances of reimbursable funding categories and balances resulting from any approved Change Orders. The Accounting Report will be attached to the monthly Status Reports.

The Final Summary Contract Report will contain a summary of the work conducted under and the Products resulting from this RFP. The Final Summary Contract Report shall summarize the goals and objectives of the Project, the processes used to complete the Project, the successes of the Project, and recommendations for changes and improvements. The Final Summary Contract Report shall not exceed twenty (20) pages in length.

4.7 Communication Between the Contractor and Districts

Each school district has a district coordinator of assessment assigned to work directly with the Board to implement assessment programs. All aspects of test administration are administered within the districts through the district coordinator of assessment. Other district personnel involved in test activities are one testing coordinator per school and the teachers or guidance counselors who serve as test administrators.

All communication between the Contractor and school districts must be directed through or approved by the Board Manager. Memos required to implement various aspects of the ELP assessment will be prepared by the Contractor and approved by the Board Manager prior to release.

4.8 Subcontractors

The Bidder may choose to employ subcontractors for the completion of one or more tasks. If the Bidder proposes to employ a subcontractor(s), the staff and corporate qualifications of subcontractors shall be documented in the proposal at the same level of detail as those of the Bidder.

A separate chart in Part III of the proposal shall identify all of the subcontractors proposed to be involved in the Project and the services they are expected to provide. All subcontractors must be approved by the Board Manager and as provided in the State of Idaho Standard Contract Terms and Conditions.

It is assumed that the Contractor will use outside printers for some Products. Printers shall be documented as subcontractors, and the Management Plan shall identify the Products to be printed by the Contractor and by outside vendors. Procedures for quality control and security during printing shall be described in the Management Plan. Printing costs shall be reimbursable expenses as more particularly described in section 2.12.

The Contractor shall assume responsibility for all services offered in the proposal whether or not they are performed or produced by the Contractor or by subcontractors. The Board will consider the Contractor to be the sole point of contact for contractual matters, including payment of any and all charges resulting from the Contract.

4.9 Contractor Staff

The work tasks described in the RFP constitute a complex, challenging project that requires close managerial attention. Bidders must have sufficient human resources to complete the work activities of the RFP and shall demonstrate in their proposals that they have sufficient human resources to complete Project work.

Bidders will indicate by name the professional personnel to be responsible for major Contract activities, with an estimation of the amount of time in full-time (equivalent person-days) each person will devote to each task. This information will be included in a separate chart in the Management Plan described in this RFP. An appendix to the technical proposal shall contain one-page vitae for each of the professional personnel to be assigned to the Project, indicating relevant educational background and professional experience. The Contractor shall not designate persons to work on this Contract other than those named in the proposal, unless such changes are approved by the Board Manager.

Bidders shall include charts in their proposals that show the regular institutional organization and the proposed organization of Project staff in relation to the regular institutional organization.

4.10 State Board of Education Responsibilities

The Board Manager will coordinate the Contract and provide necessary support in timely fashion to the Contractor. The Board will complete its review of the Products within seven calendar days of receipt and either approve the design of Products as submitted or provide specifications for modification. The Board shall retain the authority to determine that a Product is unsatisfactory and to require modification of an unsatisfactory Product or, if the Product deficiencies cannot be repaired by modification, to determine that reasonable sums shall be deducted from Contract payments based upon the deficiencies. If modification is required, the Board Manager will notify the Contractor if the modified Product or design is to be submitted for subsequent review. Upon receipt of final Products or procedures, the Board Manager will notify the Contractor if the Products or procedures are accepted or, if not resolvable, deficiencies that were found. The Board may determine that such deficiencies are a breach of the Contract and take appropriate action.

4.11 Reimbursable Funding Categories

The following funding categories are designated for specified Project functions and may only be used upon authorization by the Board Manager. Bidders shall include these *annual* amounts in the cost proposals. The amounts specified in this Section may be increased by an appropriately negotiated amendment at any time during the term of the Contract.

The Contractor shall identify the annual expenditures from these funds and the balances remaining in the annual Accounting Report. The Contract invoices will be accompanied by the balance sheet for these funds.

The reimbursable expense funding amounts are not cumulative. They exist in the amounts shown below for each fiscal year. Balances in the accounts do not carry forward to the next fiscal year. Unspent annual balances will not be billed to the Board.

4.11.1 Contingency Services

It is possible that unforeseen circumstances will make it either necessary or desirable to perform data analyses beyond those described herein or to handle unexpected data processing or materials acquisition requirements. Since these circumstances cannot be defined in advance, and since the Board must be able to request such extra services in a timely fashion so as not to impede implementation of the ELP assessment, it is necessary to include in the proposal the annual amount of $10,000.00 to be spent only if authorized by the Board.

4.11.2 Author's Alterations and Design Control

The Board retains the authority for design control of all aspects of this Project. Changes in the design made after the award of the Contract will be at the discretion of the Board.

The Board reserves the right to make changes in Products at any stage of the Project prior to final printing. Any changes made after approval has been given for final page proofs will be paid for as author's alterations. If any alterations are necessary, the Board Manager will identify in writing to the Contractor the alterations to be made. The Contractor will include in the proposal the annual amount of $5,000.00 to be spent only if authorized by the Board Manager.

4.11.3 Consultant Services

The Contractor will provide to the Board technical advice and consultant service, as required, from outside the Contractor's staff. Consultant(s) who are hired for this purpose will be selected by the Board. The Contractor will include in the proposal the annual amount of $10,000.00 as a fixed amount to be allocated for consultant honorarium and travel as authorized by the Board Manager.

Section 5 - Procurement Requirements

5.1 Procurement Time Schedule

The following timetable shows the approximate dates for this procurement. All dates are written in terms of the release date that appears on the cover sheet accompanying this RFP. If the specified deadline date falls on a Saturday or a Sunday, the operational

deadline shall be 5:00 p.m. MT on the Friday immediately preceding the specified deadline date.

Request for Proposals Issued	April 8, 2005
Letter of Intent to Bid	April 22, 2005
Receipt of faxed Questions from Bidders	April 29, 2005
Deadline for the Board to mail/FAX answers	May 6, 2005
Receipt of Proposals	May 27, 2005
Evaluation Committee Meeting	June 1, 2005
Post Proposal Award	June 8, 2005
Contract Approval	June 15, 2005
Work Begins	June 16, 2005

Note that any delays in Contract approval may delay the Contract start-up date. The Board reserves the right to amend the procurement timetable in the best interests of the State. If changes are made, Bidders will be notified promptly.

5.2 Issuing Office and Contact Information

This RFP is issued by the Department of Administration, Division of Purchasing on behalf of the State Board of Education.

The Letter of Intent to Bid (Section 5.5), questions about the requirements of the RFP, proposal, letter of withdrawal of a proposal, and the submission of any bid protest must be in writing including e-mail or fax and submitted to:

Division of Purchasing
Post Office Box 83720
Boise, Idaho 83720-0075
Attention: Lyle Gessford

Street Address:	5569 Kendall Street Boise, Idaho 83706
Telephone:	208-327-7465
Facsimile:	208-327-7320
Email:	lyle.gessford@adm.idaho.gov

5.3 Rules of the Division of Purchasing

The Rules of the Division of Purchasing, IDAPA 38.05.01 shall govern this RFP. A copy of these rules is available on the Internet at: http://www2.state.id.us/adm/adminrules/rules/idapa38/0501.pdf.

5.4 Restrictions on Communication

Bidders shall not communicate with any Board Staff concerning this RFP. All communication concerning this RFP shall be directed to the Division of Purchasing using the contact information provided in Section 5.2. The State of Idaho will not be responsible for any verbal or oral information given by any state agency, official or employee

5.5 Letter of Intent to Bid

All potential Bidders interested in receiving amendments to this RFP and the response to Bidder questions must submit a Letter of Intent to Bid by the date and time specified in Section 5.1. This letter may be sent via facsimile. The Board will not mail the questions-and-answers document or the RFP amendments to organizations that have not submitted a Letter of Intent to Bid. Submission of the Letter of Intent to Bid does not bind the Bidder to submit a proposal.

5.6 Cost of Proposal Preparation

The costs related to the development and submission of a proposal are fully the responsibility of the Bidders and are not chargeable to the Board.

5.7 Independent Price Determination

A Bidder shall not collude, consult, communicate, or agree with any other Bidder regarding this procurement as to any matter relating to the Bidder's proposal.

5.8 Prohibition of Gratuities

By submission of a proposal, the Bidder certifies that no elected or appointed official or employee of the Board has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the Board if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Bidder or its agents or employees.

5.9 Bidder Questions and Amendments to the Request for Proposals

A Bidder may submit questions or propose that the Board amend provisions of this RFP. A Bidder's questions or amendment proposals must be submitted in writing and received by the Division of Purchasing on or before the time and date specified in Section 5.1 at the address provided in Section 5.2.

Written answers will be provided to all questions or proposed amendments submitted by bidders by the due date specified in Section 5.1. A complete copy of all Bidders' questions and responses will be provided to each Bidder who submits a timely Letter of Intent to Bid and will be posted according to Division of Purchasing procedures. The Board reserves the right to amend this RFP at any time prior to the closing for receipt of proposals. Amendments, if any, will be sent only to those potential Bidders who have

submitted a Letter of Intent to Bid and will be posted according to Division of Purchasing procedures. Each Bidder must acknowledge receipt of and willingness to comply with any amendments to this RFP in the transmittal letter required by Section 6.4.

5.10 Rejection of Proposals

Proposals that do not conform to the requirements of this RFP may be rejected. Proposals may be rejected for reasons that include, but are not limited to, the following:

- The proposal contains unauthorized amendments, either additions or deletions, to the requirements of the RFP.
- The proposal is conditional.
- The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
- The proposal is received late.
- The proposal is not signed by an authorized representative of the Bidder.
- The Bidder is not authorized to conduct business within Idaho or has not included a statement that such authorization is not required or will be secured prior to the award of a contract in the transmittal letter required by Section 6.4.
- The proposal contains false or misleading statements or provides references that do not support an attribute, capability, assertion, or condition claimed by the Bidder.
- The proposal does not offer to provide all services required by this RFP.
- The Bidder, a principal, or an affiliate has been debarred, suspended or is ineligible for federal contracting.

5.11 Disposition of Proposals

All proposals become the property of the State of Idaho.

5.12 Best and Final Offers

The Board may, at is sole option, either accept an Offeror's initial proposal by award of the Contract or enter into discussions with Offerors whose proposals are deemed to be reasonably susceptible of being considered for award. Offerors should submit their best proposals initially as there is no guarantee the Board will conduct discussions.

During the initial evaluation process, Offerors' proposals deemed incapable of meeting the scope and needs of the RFP in a satisfactory manner may be removed from further consideration during any best and final offer phase. During the evaluation phase and any discussions, the Board and the Division of Purchasing will implement procedures to ensure that the contents of proposals are kept under strict security and that disclosure of any information from competing proposals is prohibited. If discussions are deemed necessary, they may be used to determine in greater detail the Offeror's qualifications, explore with the Offeror the scope and nature of the Project, determine that the Offeror will make available the necessary personnel and facilities to perform within the required time, or discuss compensation which is fair and reasonable.

The primary purpose of any such discussion will be to assure that the Offeror has full understanding of the RFP requirements. The Board will schedule a time for the discussions and provide a date and time for receipt of best and final offers. If, during discussions, there is a need for clarification or change of the RFP, it shall be amended to incorporate such clarification or change. Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. If the Offeror does not submit a notice of withdrawal or a best and final offer, once a date and time has been established for receipt of best and final offers, the Offeror's initial or immediately previous offer will be construed as its best and final offer.

5.13 Negotiations

The Board may, following receipt and evaluation of proposals and any best and final offer procedures, negotiate with the apparent low responsive and responsible Offeror. Prior to authorizing negotiations, the Administrator of the Division of Purchasing shall determine in writing that negotiations are in the best interest of the State of Idaho.

The Board may enter into negotiations for any reason including ensuring that an Offeror has a clear understanding of the scope of work required and the requirements that must be met, ensuring that the Offeror will make available the required personnel and facilities to satisfactorily perform the Contract, or agree to any clarifications regarding scope of work or other terms. During negotiation, the Board and the Division of Purchasing will implement procedures to ensure that information, including price, from competing proposals is not revealed. If negotiations are unsuccessful, they shall be formally terminated and the Board may undertake negotiations with the next ranked Offeror.

5.14 Mandatory Performance Bond

If selected as the successful Bidder, within ten (10) calendar days after execution of the Contract, the Contractor shall, at no additional cost to the Board, furnish a performance and payment bond in the amount of $500,000 to ensure full, and complete performance of the Contract. Such bond shall be issued from a reliable surety company that is licensed to do business within Idaho and is acceptable to the Board.

5.15 Bidder's Conference

The Board will NOT conduct a Bidder's conference for this RFP. Alternatively, Bidders may submit questions about the requirements of the RFP, and the Board will send responses to the questions to all vendors who submit a letter of Intent to Bid as more particularly described in Section 5.5.

5.16 Oral Interviews (Optional)

The Board reserves the right to conduct interviews with Bidders demonstrating, in the Board's sole discretion, the potential to be awarded a Contract.

Section 6 - Proposal Preparation and Submission

6.1 General Requirements

The delivery dates for the final Products produced by the Contractor necessitate a restricted time period for completing each required work task. Bidders are expected to propose efficient and innovative procedures to meet the required delivery dates. In addition, Bidders are expected to demonstrate in their proposals that they have the capability and are willing to commit the human and technological resources needed to complete the tasks necessary for scoring and reporting in the required time period.

The proposal shall be typed single-spaced and have separate parts, each clearly labeled. The information to be contained in each part is described in the following sections. The proposal submitted by a Bidder must be organized according to the specifications. The absence of information or the organization of information in a manner inconsistent with the requirements of this RFP may result in the rejection of the proposal.

6.2 Organization and Submission of Proposals

An Offeror's proposal shall be submitted in two packages, accompanied by a transmittal letter: a technical proposal (Parts I, II, and III) and a cost proposal (Part IV). The format and content of each are specified in Sections 6.4-6.7. Twenty (20) copies of the technical proposal under sealed cover and twenty (20) copies of the cost proposal under separate sealed cover must be received by the Division of Purchasing at the address provided in Section 5.2 no later than the deadline specified in Section 5.1. Any proposal received after this date and time will be rejected and returned unopened to the Offeror. The outside cover of the package containing copies for the technical proposal shall be marked:

Technical Proposal
(Name of Offeror)
RFP #XX

The outside cover of the package containing copies of the cost proposal shall be marked:

Cost Proposal
(Name of Offeror)
RFP #XX

Each proposal submitted in response to this RFP shall remain binding on the Offeror for a period of 180 calendar days after the proposal due date. The Offeror shall acknowledge that the proposal is binding for such period in the transmittal letter.

6.3 Submission of Multiple and Alternate Proposals

The work tasks identified in the RFP define a common basis for the evaluation of proposals. All proposals must be designed to meet all requirements of the RFP. Alternative proposals for completing specific work tasks will be considered if they exceed the requirements of the RFP and result in no additional cost to the Board. Alternatives must be clearly identified as alternatives, and Offerors must be aware that the Board is not obligated to accept the alternative.

An Offeror, its subsidiaries, affiliates, or related entities shall be limited to one proposal. Submission of more than one proposal by an Offeror will cause the rejection of all proposals submitted by the Offeror.

6.4 Proposal Part I, Mandatory Documents and Statements

A transmittal letter must accompany each Offeror's technical proposal. The transmittal letter shall be in the form of a standard business letter, signed by an individual authorized to legally bind the bidder. The letter must include the required statements found in the RFP. The letter must specifically affirm that the bidder accepts the terms and conditions of the Contract as set forth in Section 2.0. Bidders must attach the State of Idaho RFP/Bid Signature Page provided with the RFP or available through the Division of Purchasing.

6.5 Proposal Part II, Bidder Qualifications and Experience

Part II of the Bidder's proposal shall be entitled Corporate Qualifications. It shall provide a description of the Bidder's qualifications and prior experience performing tasks similar to those required in this RFP. The discussion shall include a description of the Bidder's background and relevant experience that qualifies it to provide the Products and services required by this RFP.

The minimum expectations for corporate qualifications and experience are shown in Appendix C. For each criterion, the Bidder must demonstrate that the minimum threshold of experience has been achieved with prior completed projects. The projects must have included work tasks similar to those described herein.

The Bidder shall provide a description of the contracted services; the contract period; and the name, address, and telephone number of a contact person for each of the contracting agencies. This description shall (1) document how long the organization has been providing similar services; (2) provide details of the Bidder's experience relevant to the services required by this RFP; and (3) describe the Bidder's other student assessment projects, products, and services similar to those required by this RFP.

6.6 Proposal Part III, Technical Proposal

The Bidder must submit a Technical Proposal that shall be considered Part III of the proposal. It must contain (1) a management plan and (2) a production proposal. The management plan must meet all of the requirements of the RFP and clearly describe the Bidder's human resources and technological plans for performing the required tasks. If subcontractors are to be used for any portion of the work activities, the Bidder must name the subcontractor(s) and document the experience and qualifications of the subcontractor(s) in performing tasks identical to those they will be asked to do. The production proposal must separately address each of the work tasks in this RFP in the order in which they have been presented. Proposals are expected to convey an understanding of the requirements of each work task and to explain proposed processes and solutions for accomplishing all work tasks.

Part III is to be complete, clear, and concise. The Bidder shall provide examples of materials that will demonstrate the quality of the work done by the Bidder on similar projects as addenda to the Technical Proposal.

The criteria for the Technical Proposal are shown in Appendix D. For each criterion, the Bidder must demonstrate that its planned solutions meet the minimum threshold described in this RFP.

6.7 Proposal Part IV, Cost Proposal

The Cost Proposal shall be packaged and sealed separately from the technical proposal as more particularly described in Section 6.2. The Cost Proposal shall include all requirements of this RFP. The State requires a "not to exceed" bid. Bidders shall include the maximum costs for each line entry cost specified in the Cost Proposal. As provided in section 2.12, the Board shall pay only the actual costs, limited to the maximum costs specified in the Cost Proposal.

The Bidder is responsible for the accuracy of the pricing information provided in the proposal. Cost information is required to support the reasonableness of the proposal, demonstrate that the Bidder will provide all services requested in the RFP, and determine appropriate amounts of contract payments. The Cost Proposal shall be in the exact format shown in Appendix E. Blank spaces must be left to indicate cost categories that are not relevant to a given task. If there are no items in the "Other" category, it may be deleted from the Cost Proposal.

6.8 Invoice Schedule

The Cost Proposal shall include a proposed billing schedule tied to the delivery of major Products and services. The exact dates and lists of deliverable Products will be articulated in the management plan prepared by the Contractor in accordance with this RFP. The billing schedule must include dates and projected dollar amounts matched to the Project phases shown on the Cost Proposal. The Board has not provided a particular format for the proposed billing schedule in this RFP.

The Board reserves the right to negotiate adjustments to the Bidder's proposed billing schedule to conform to the projected availability of funds allocated for this Project and completion of specified Products and services.

Section 7 - Proposal Evaluation Processes and Requirements

7.1 General Evaluation Provisions

An evaluation team that has experience and knowledge in the program areas and service requirements for this procurement will determine which proposals meet the requirements and criteria set forth in this RFP. Any proposal that is incomplete or that contains significant inconsistencies or inaccuracies will be rejected by the Board.

From among all qualified Bidders who are determined to have submitted responsive proposals, the Board will select the successful Bidder on the basis of proposal price and other criteria set forth in this RFP. The Board reserves the right to reject any and all proposals. The Project will be awarded as provided by the rules of the Division of Purchasing and Idaho law.

All proposals received will be evaluated by an evaluation committee of professional staff appointed by the Board. The evaluation will take place within a reasonable time following the proposal submission date.

Evaluation committee members will not have access to Cost Proposals until the evaluation of Technical Proposals has been completed. Cost Proposals submitted by Bidders in separate, sealed packages will not be opened before the committee members have submitted their final evaluations.

For the purposes of evaluating the proposals, the Bidder will be considered to include the resources of designated subcontractors as described in the proposal. All subcontractors must be acceptable to the Board; changes in subcontractors could be required prior to a bid award.

The evaluation of proposals will be conducted in the following five stages:

Stage I: Evaluation of Mandatory Requirements (Transmittal Letter and Proposal Part I)

Stage II:	Evaluation of Corporate Qualifications (Proposal Part II)
Stage III:	Evaluation of the Technical Proposal (Proposal Part III)
Stage IV:	Evaluation of the Cost Proposal (Proposal Part IV)
Stage V:	Ranking of Proposals

7.2 Evaluation of Mandatory Requirements

During the Stage I evaluation, the Board will determine if a proposal is sufficiently responsive to the requirements of this RFP to permit a complete evaluation. In making this determination, the Board will evaluate each proposal against the required mandatory statements and documents submitted. If the proposal does not provide for each and every one of these requirements, it will be disqualified from further consideration.

7.3 Evaluation of Corporate Qualifications and Experience

Only those proposals that are determined to meet the mandatory requirements of Stage I will be further evaluated. Stage II will involve the evaluation of a Bidder's corporate qualifications. The points awarded in Stage II will be combined with the points obtained from the evaluation of the Technical Proposal and from the Cost Proposal to determine the final winning proposal.

The Board will evaluate how well the resources and experience described in each Bidder's proposal qualify the Bidder to provide the services required by the provisions of this RFP. Consideration will be given to the length of time and the extent to which the Bidder and any proposed subcontractors have been providing services similar or identical to those requested in this RFP. The Bidder's personnel resources as well as the Bidder's computer, financial, and other technological resources will be considered in evaluating a Bidder's qualifications to meet the requirements of this RFP. Client references may be contacted and such reference checks will be used in judging a Bidder's qualifications.

The criteria to be used to rate a Bidder's corporate qualifications to meet the requirements of this RFP are shown in Appendix C and will be applied as follows. Bidders should note that the number of evaluators is not known at this time, so the rating system is based on averages.

Each of the criteria in Appendix C will be individually rated by members of the evaluation team. The team members will use the rating scale shown in Figure 1 below. Individual team members will review the Bidder's corporate qualifications and rate the response with a rating of one to five. Half-point ratings such as 3.5 will be allowed.

The evaluation of Corporate Qualifications will have two dimensions: ratings on each individual criterion and overall ratings across all criteria.

For each factor, C1 through C5, the ratings will be averaged across evaluators and rounded to the nearest tenth. No individual criterion shall have an average rating (across

raters) of less than 2.5. If any individual criterion has an average rating less than 2.5, the proposal shall be eliminated at this stage.

Next, all ratings for each individual evaluator across all factors will be averaged. If an evaluator assigns the maximum number of points for each criterion, his/her average would be 5.0 points. The average ratings for each evaluator will be averaged across all evaluators, rounded to the nearest hundredth, and multiplied by 100. The maximum number of points to be earned is 500. The minimum number of points for Corporate Qualifications must not be less than 250. If any Proposal has less than 250 points for Corporate Quality, it shall be eliminated at this stage.

For those proposals that meet or surpass the minimum expectations described above, the total number of points shall be carried forward to the next stage.

7.4 Evaluation of Technical Proposal

Only those proposals that are determined to meet the requirements of Stage II will be further evaluated. Stage III will involve the evaluation of a Bidder's Technical Proposal. For this purpose, evaluators will consider a Bidder's description and explanation of the proposed Products and services as described in the Proposal and the supporting documents.

Figure 1 - Evaluation Scale for Corporate Qualifications

5 **Excellent**	**4**	**3** **Satisfactory**	**2**	**1** **Unsatisfactory**
The Bidder has demonstrated exceptional experience and capability to perform the required tasks.		The Bidder has demonstrated that it meets an acceptable level of experience and capability to perform the required tasks.		The Bidder either has not established its corporate qualifications or does not have adequate qualifications.

The criteria to be used to rate each Bidder's technical proposal in terms of the requirements of this RFP are shown in Appendix D and will be applied as follows. As was discussed above, Bidders should note that the number of evaluators is not known at this time, so the rating system is based on averages.

The evaluation team will evaluate the proposal on the basis of the criteria listed in Appendix D. Each criterion represents a set of requirements of the RFP. Individual evaluators will review the proposal relative to each criterion and assign a score from 1 to 5 according to the evaluation scale shown in Figure 2. Half-point ratings such as 3.5 will be allowed.

The evaluation of the Technical Proposal will have two dimensions: ratings on each individual criterion and overall ratings across all criteria.

For each factor, T1 through T20, the ratings will be averaged across evaluators and rounded to the nearest tenth. No individual criterion shall have an average rating (across raters) of less than 2.5. If any individual criterion has an average rating less than 2.5, the proposal shall be eliminated at this stage.

Next, for each evaluator, the average rating across the technical factors will be averaged. If an evaluator assigns the maximum number of points for each criterion, his/her average would be 5.0 points. The average ratings for each evaluator will be averaged across all evaluators, rounded to the nearest hundredth and multiplied by 100. The maximum number of points to be earned is 500. The number of points must not be less than 250. If any Technical Proposal has less than 250 points, it shall be eliminated at this stage.

For those Technical Proposals that meet or surpass the minimum expectations described above, the total number of points shall be carried forward to the next stage.

Figure 2 - Evaluation Scale for the Technical Proposal

5 **Excellent**	**4**	**3** **Satisfactory**	**2**	**1** **Unsatisfactory**
The Bidder has proposed superior solutions to the requirements of the RFP, has proposed services and Products that are feasible to implement, and has proposed research solutions highly likely to meet requirements of the psychometric community.		The Bidder has proposed acceptable solutions to the requirements of the RFP, has proposed services and Products that may be feasible to implement, and has proposed research solutions that may meet the requirements of the psychometric community.		The Bidder has proposed solutions to the requirements of the RFP or has proposed Products and services that would be technically indefensible, would create flawed research studies not meeting psychometric standards, are unattractive solutions to the required tasks, or are clearly not feasible to implement without disruption to educational programs.

7.5 Evaluation of Cost Proposals

Only those proposals that are found to meet the requirements of Stages I, II, and III of the evaluation process will have the Cost Proposal opened and evaluated. During this phase of the evaluation, the Division of Purchasing will determine if a Cost Proposal is sufficiently responsive to the requirements of this RFP to permit assignment of points. The Board reserves the right to reject any and all proposals.

A total of 500 points will be awarded to the lowest acceptable Cost Proposal. Proposals with higher costs will receive the fraction of 500 points proportional to the ratio of the lowest proposal cost to the higher cost proposed. The fractional value of points to be assigned will be rounded to one decimal place. For example, if the lowest acceptable cost proposal is $50,000, the bid would receive 500 points. If the next lowest acceptable cost proposal is $75,000, it would receive 333 points. If the highest acceptable cost proposal is $100,000, it would receive 250 points.

7.6 Ranking of Proposals

Corporate Qualifications and Experience will be worth 500 points. The Technical Proposal will be worth 500 points. The Cost Proposal will be worth 500 points. The three sets of points will be added together to get the total number of points, and the proposals will then be ranked on the basis of the total number of points. The total maximum number of points that can be earned in the evaluation process is 1,500 points.

The proposal that accumulates the highest number of points in this ranking shall be recommended as the potential Contractor, subject to the best and final offer and negotiation procedures discussed in Section 5.13.

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Appendix A: Approximate Schedule of Activities

NOTE: References to "Year I" and "Year II," etc. refer to the "testing year" not necessarily the calendar or fiscal year.

Date / Time Period	Activity
Year I: Initiation through 6/30/06	
6/15/05-7/30/05	Management planning; approve design of alignment study; input all test items, manuals, and ancillary materials.
7/15/05-8/30/05	Conduct alignment study; evaluate need for new or edited items; develop item development plans; edit and/or modify tests, manuals, and ancillary materials.
9/1/05-1/30/06	Initiate new test item development. Develop camera-ready materials; plan data analysis methods; plan score reports; and write computer programs.
12/1/05-2/1/06	Review, revise, and pilot test new items; print and distribute materials; conduct training
2/15/06-3/30/06	Test administration period. Enter new items into item bank. Plan for standard-setting operations.
4/1/06-5/15/06	Return shipments; scan and score answer documents; analyze data; prepare and distribute score reports.
5/16/06- 6/30/06	Prepare Technical Report; conduct standard-setting meetings; end of Year I
Year II: 7/1/06-6/30/07	
6/15/06-7/30/06	Management planning; review status of item bank; review overall program design, tests, manuals, ancillary materials, and reports.
7/15/06-8/30/06	Evaluate need for new or edited items; develop item development plans; edit and/or modify tests, manuals, and ancillary materials; initiate new test item development.
9/1/06-1/30/07	Develop camera-ready materials; plan data analysis methods; plan score reports; and modify existing computer programs.
12/1/06-2/1/07	Review, revise, and pilot test new items; print and distribute materials; conduct training
2/15/07-3/30/07	Test administration period. Enter new items into item bank.
4/1/07-5/15/07	Return shipments; scan and score answer documents; analyze data; prepare and distribute score reports.
5/16/07- 6/30/07	Prepare Technical Report; end of Year II
Year III: 7/1/07-6/30/08	Same as Year II.
Optional Year IV	Same as Year II.
Optional Year V	Same as Year II.

Appendix B: Test Blueprints

The following pages provide summaries of the Test Blueprints for each grade span and content area. The complete Blueprints also include the answer key and content benchmark being measured. Each assessment, additionally, will contain from one to three demonstration and practice items.

Grade K-1 Listening

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	21	0,1	
Multiple choice	11	0,1	
Constructed response	0		

Grade K-1 Speaking

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	14	0,1,2	
Multiple choice	0	NA	
Constructed response	2	4	

Grade K-1 Reading

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	22	0,1	
Multiple choice	18	1	
Constructed response	0	NA	

Grade 1-2 Listening

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	22	1	
Multiple choice	0		
Constructed response	0		

Grade 1-2 Speaking

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	12	0,1,2	
Multiple choice	0	NA	
Constructed response	2	4	

Grade 1-2 Level A Reading

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	0		
Multiple choice	15	1	
Constructed response	0		

Grade 1-2 Level A Writing

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	13	1,2	
Multiple choice	0	NA	
Constructed response	0	NA	

Grade 1-2 Level B Reading

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer			
Multiple choice	15	1	
Constructed response			

Grade 1-2 Level B Writing

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	6	1	
Multiple choice	0	NA	
Constructed response	2	4	

Grade 3-5 Listening

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	0	NA	
Multiple choice	22	0,1	
Constructed response	0	NA	

Grade 3-5 Speaking

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	12	1,2	
Multiple choice	0	NA	
Constructed response	2	4	

Grade 3-5 Level A Reading

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	0	NA	
Multiple choice	15	0,1	
Constructed response	0	NA	

Grade 3-5 Level A Writing

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	5	1,2	
Multiple choice	4	1	
Constructed response	2	1,4	

Grade 3-5 Level B Reading

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	0	NA	
Multiple choice	15		
Constructed response	0	NA	

Grade 3-5 Level B Writing

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	6	1,2	
Multiple choice	0	NA	
Constructed response	2	4	

Grade 6-8 Listening

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	0	NA	
Multiple choice	22	1	
Constructed response	0	NA	

Grade 6-8 Speaking

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	12	1,2	
Multiple choice	0	NA	
Constructed response	2	4	

Grade 6-8 Level A Reading

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	0	NA	
Multiple choice	15	1	
Constructed response	0	NA	

Grade 6-8 Level A Writing

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	5	1,2	
Multiple choice	5	1	
Constructed response	1	4	

Grade 6-8 Level B Reading

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	1	2	
Multiple choice	14	1	
Constructed response	1	4	

Grade 6-8 Level B Writing

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	1	2	
Multiple choice	5	1	
Constructed response	2	4	

Grade 9-12 Listening

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	0	NA	
Multiple choice	22	1	
Constructed response	0	NA	

Grade 9-12 Speaking

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	12	1,2	
Multiple choice	0	NA	
Constructed response	2	4	

Grade 9-12 Level A Reading

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	0	NA	
Multiple choice	15	1	
Constructed response	0	NA	

Grade 9-12 Level A Writing

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	3	1,2	
Multiple choice	7	1	
Constructed response	1	4	

Grade 9-12 Level B Reading

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	1	2	
Multiple choice	14	1	
Constructed response	1	4	

Grade 9-12 Level B Writing

Item Type	Number of Item per Type	Point Value of Each Item	
Short answer	1	2	
Multiple choice	5	1	
Constructed response	2	4	

Appendix C: Criteria for Evaluating Corporate Qualifications

Criterion	Description
C1	Bidder has demonstrated experience in completing research activities that encompass work tasks similar to those described in this RFP.
C2	Bidder has demonstrated the capability to complete research activities so that specified deadlines for delivery of products and services were met.
C3	Bidder has demonstrated the capability to complete research activities with accurate reports and analyses.
C4	Bidder has proposed assignment of personnel and subcontractors to complete the tasks required by this RFP who are experienced and capable of properly managing the Project.
C5	Bidder has documented the technical capability to complete the printing, distribution, analysis, and reporting tasks required by this RFP.

Appendix D: Criteria for Evaluating the Technical Proposal

Criterion	Plans to implement required tasks
T1	Develop tests and listening CD, or computer based alternative
T2	Develop Examiner Manual
T3	Develop pre-gridding labels and answer documents, or computer based alternative
T4	Develop school header forms
T5	Develop District ELP Assessment Administration Manual
T6	Develop packing lists and shipping labels, or computer based alternative
T7	Develop Test Results Interpretive Guide
T8	Develop Assessment Technical Report
T9	Develop Management Reports
T10	Design and implement printing, packing, and distribution procedures or computer based alternative
T11	Design and implement scoring, scaling, equating, and reporting procedures
T12	Design, produce, and distribute gummed labels and computer data files
T13	Design and implement test administration support services and training procedures
T14	Design and implement scoring procedures for hand scored items
T15	Design and implement alignment studies
T16	Design and implement test accommodation procedures
T17	Design and implement standard setting procedures
T18	Design and produce Placement Test Option #1
T19	Design and implement test development program Option #2
T20	Design and implement Internet score distribution system Option #3

Appendix E: Cost Proposal Forms

This Appendix contains the cost proposal forms to be completed when submitting a response to the RFP for Implementation of Assessment.

The bidder may re-type the form into a spreadsheet computer program (EXCEL) if desired for ease of completion; however, all aspects of the specified format must be maintained.

If there are any line entries to be added for things not otherwise captured by the names on the attached form, they should be placed in the "Other" category.

Bidders are responsible for determining that the cost proposal forms are in balance vertically and horizontally.

Bidders shall prepare one spreadsheet for *each* of the following time periods:

1. Contract initiation through June 30, 2006
2. July 1, 2006 – June 30, 2007
3. July 1, 2007 – June 30, 2008
4. Optional renewal year July 1, 2008 – June 30, 2009
5. Optional renewal year July 1, 2009 – June 30, 2010

Base Cost Proposal **Identify the time period for this page _____**

Item	Human Resources	Services/ Supplies	Printing	Computer Services	Travel	Other (Specify)	Total
Program Management							
Materials design, writing, and editing							
Distribution; shipping							
Receiving, editing, processing							
Data analyses							
Report production							
Educator meetings for alignment						$9,189	
Contingency funds: contingency services						$10,000	
Contingency funds: author's alterations/design control						$5,000	
Contingency funds: consultant services						$10,000	
Other (specify)							

Cost Option #1

Item	Human Resources	Services/ Supplies	Printing	Computer Services	Travel	Other (Specify)	Total
Program Management							
Materials design, writing, and editing							
Distribution; shipping							
Receiving, editing, processing							
Data analyses							
Report production							
Educator meetings							
Contingency funds: contingency services						NA	
Contingency funds: author's alterations/design control						NA	
Contingency funds: consultant services						NA	
Other (specify)							

Cost Option #2

Item	Human Resources	Services/ Supplies	Printing	Computer Services	Travel	Other (Specify)	Total
Program Management							
Materials design, writing, and editing							
Distribution; shipping							
Receiving, editing, processing							
Data analyses							
Report production							
Educator meetings							
Contingency funds: contingency services						NA	
Contingency funds: author's alterations/design control						NA	
Contingency funds: consultant services						NA	
Other (specify)							

Cost Option #3

Item	Human Resources	Services/ Supplies	Printing	Computer Services	Travel	Other (Specify)	Total
Program Management							
Materials design, writing, and editing							
Distribution; shipping							
Receiving, editing, processing							
Data analyses							
Report production							
Educator meetings							
Contingency funds: contingency services						NA	
Contingency funds: author's alterations/design control						NA	
Contingency funds: consultant services						NA	
Other (specify)							

Proposed Billing Schedule

Directions: Complete the below table, extending it as necessary. The RFP anticipates three contract years followed by two optional one-year renewals. Please complete the below table showing the proposed payment stream for EACH of these five years, identifying each by year. For example, the first year is defined as extending from the date of contract initiation through June 30, 2006. Contract payments will be made quarterly.

Project Year	**Payments**	**Work tasks to be completed for each payment**
Initiation – 6/30/06	1. $$$	List tasks
	2. $$$	List tasks
	3. Etc.	List tasks
	4.	List tasks
7/1/06-6/30/07	1. $$$	List tasks
	2. $$$	List tasks
	3. Etc.	List tasks
	4.	List tasks
Etc.		

Appendix F: Proposal Checklist

The Board has made every effort to include all relevant items in the checklist below; however, the failure of the Board to include a requirement in the checklist shall not relieve an Offeror from the responsibility to comply with all requirements of the RFP. References to relevant sections within the RFP are included in parenthesis.

If proposing computer-based assessments, clearly address how the computer-based assessment will meet each requirement of Section 3 and how it is equivalent to or superior to a written assessment.

Part I – Transmittal Letter (Section 6.4)

- ☐ Acknowledge willingness to comply with amendments (Section 5.9)
- ☐ Acknowledge period for which the offer remains valid (Section 6.2)
- ☐ Acknowledge authority to do business in Idaho, if required, or intent to secure authorization prior to award of the Contract (Section 5.10)
- ☐ Affirm acceptance of the terms and conditions (Section 6.4)
- ☐ Ensure the letter is an original, signed by a representative of the Bidder authorized to bind the Bidder (Section 6.4)
- ☐ Attach the State of Idaho RFP/Bid Signature page (Section 6.4)

Part II - Corporate Qualifications (Section 6.54)

- ☐ Review and address minimum qualifications (Appendix C)
- ☐ Include information regarding prior relevant projects and reference contacts (Section 6.5)
- ☐ Document subcontractor qualifications (Section 4.8)

Part III – Technical Proposal (Section 6.6)

- ☐ Review and address Technical Proposal criteria (Appendix D)
- ☐ Management Plan (Section 6.6)
  - ☐ Clearly describe the Bidder's human resources and technological plan for performing the tasks required by the RFP (Section 6.6)
  - ☐ Identify subcontractors (Section 4.8, Section 6.6)
  - ☐ Identify Materials to be printed by Bidder and subcontractors (Section 4.8)
  - ☐ Describe procedures for quality control and security during printing (Section 3.2.1 and 4.8)
  - ☐ Describe procedures for securing confidential information (Section 2.8, Section 3.2)
  - ☐ Include chart identifying responsible personnel and estimated staff time (Section 4.9)
  - ☐ Include submission dates and list of deliverable products (see Section 6.8)
  - ☐ Attach or include organization chart (Section 4.9)

- ☐ Attach appendix with one-page vitae for each assigned professional personnel (Section 4.9)

☐ Production Proposal (Section 6.6)
- ☐ Clearly describe the proposed processes and solutions for the work tasks described in Section 3

☐ Assessments (Section 3.0)
- ☐ Submit a plan proposing the provision of assessments as set forth in Sections 3.1 to 3.13
- ☐ Submit a description of how the Bidder will create and implement a placement test as set forth in Section 3.14
- ☐ Submit a description of how the Bidder will conduct new item development as set forth in Section 3.15
- ☐ Submit a description of how the Bidder will develop an Internet reporting system as set forth in Section 3.16.

☐ Attach as an addenda examples of materials demonstrating work on similar projects (Section 6.5)

Part IV – Cost Proposal (Section 6.7, Appendix E)

☐ Include anticipated costs of changes to assessments (Section 3.2.1)
☐ Include Invoice Schedule (Section 6.8)
☐ Include overnight delivery set-aside (Section 4.5)
☐ Include Contractor staff travel funds (Section 4.2)
☐ Include reimbursable funding categories (Section 4.11)
☐ Package and seal separately (Section 6.2, Section 6.7)
☐ Include student label fee (Section 3.8)

Miscellaneous

☐ Review and meet RFP deadlines (Section 5.1)
☐ Submit all questions to the Division of Purchasing (Section 5.4, Section 5.15)
☐ Submit Letter of Intent to Bid (Section 5.5)
☐ Do not submit terms that are conditional or that add to or conflict with the terms of the RFP (Section 2.0, Section 5.10)
☐ Ensure alternate proposals exceed RFP minimum requirements and result in no additional cost (Section 6.3)
☐ Ensure the proposal is typed, single-spaced and that the parts are clearly labeled (Section 6.1)
☐ Ensure the proposal is submitted in two packages, with the required number of copies, and is labeled as required by the RFP (Section 6.2)

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TECHNICAL PROPOSAL

TO THE

IDAHO STATE BOARD OF EDUCATION

IN RESPONSE TO

RFP NUMBER 01618 FOR

IMPLEMENTATION OF

AN ENGLISH LANGUAGE PROFICIENCY ASSESSMENT

SUBMITTED BY

TOUCHSTONE APPLIED SCIENCE ASSOCIATES, INC.

MAY 27, 2005

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