

**STATE OF ARKANSAS
DEPARTMENT OF EDUCATION**

REQUEST FOR PROPOSALS

ISSUED BY:

**THE DIVISION OF CENTRAL ADMINISTRATION
OFFICE OF CURRICULUM, ASSESSMENT, AND
RESEARCH**

DESCRIPTION/TITLE:

**AUGMENTED NORM-REFERENCED TESTING
PROGRAM FOR GRADES K-9**

ISSUED DATE: OCTOBER 12, 2009

TABLE OF CONTENTS

Section 10: Administrative Overview

- 10.1 Purpose
- 10.2 Issuing Office
- 10.3 Anticipated Procurement Timetable
- 10.4 Submission of Proposals
- 10.5 Rejection of Proposals
- 10.6 Definition of Terms
- 10.7 Bid Evaluation
- 10.8 Response Format and Submission Requirements
- 10.9 Conditions and Terms of Proposal
- 10.10 Type/Term of Contract
- 10.11 Confidential Information
- 10.12 Minority Business Policy
- 10.13 Award Responsibility
- 10.14 Proposal Validity Period
- 10.15 Contract Payment

Section 20: Scope

- 20.1 Scope of Work
- 20.2 General Requirements
- 20.3 General Contractor Obligations
- 20.4 Minimum Qualifications of Proposers

Section 30: Requirements

- 30.1 Selection Process Overview
- 30.2 Proposal Evaluation Criteria
- 30.3 Project Understanding
- 30.4 Qualification of Staff

Section 40: Professional services and Price Proposal

- 40.1 Introduction
- 40.2 Signed Transmittal Letter
- 40.3 Executive Summary
- 40.4 Respondent's Background and Experience
- 40.5 Contractor's Qualifications and Credentials as Related to the Proposal
- 40.6 Project Organization and Staffing
- 40.7 Independent Price Determination Certification Statement
- 40.8 Bid Price Certifying Statements and Bid Price
- 40.9 Governor's Executive Order 98-04 Disclosure Form
- 40.10 Price Proposal (Cost Analysis)

Section 40 (cont)

- Appendix A Scope of Work
- Appendix B Forms
- Appendix C Test Related Documents

Section 50: General Terms & Conditions

- 50.1 Legal Considerations
- 50.2 Ethical Standards Law
- 50.3 Conflict of Interest
- 50.4 Warranty against Broker's Fee
- 50.5 Offer of Gratuities or Kickbacks
- 50.6 Employment of State Personnel
- 50.7 Termination of Contract
- 50.8 Procedure on Termination
- 50.9 Services to Be Provided
- 50.10 Contractor
- 50.11 Force Majeure
- 50.12 Disputes
- 50.13 Confidentiality of Information
- 50.14 Public Disclosure
- 50.15 Inspection of Work Performed
- 50.16 Subcontracts
- 50.17 Indemnification
- 50.18 Assignment
- 50.19 Waiver
- 50.20 State Property
- 50.21 Contract Variations
- 50.22 Attorney's Fees
- 50.23 Liability
- 50.24 Records Retention
- 50.25 Conditions of Contract
- 50.26 Access to Contractor's Records
- 50.27 Employment Practices

Section 60: Procurement

- 60.1 Rules of Procurement
- 60.2 Point of Contact
- 60.3 Written Questions Concerning the Request for Proposals
- 60.4 Request for Proposals Amendments
- 60.5 Cost of Preparing Proposals
- 60.6 Disposition of Proposals
- 60.7 Proposal Amendments and Rules of Withdrawal
- 60.8 Acceptance of Proposals
- 60.9 Contract Negotiations
- 60.10 Evaluation of Proposals
- 60.11 Protest of Award

SECTION 10: ADMINISTRATIVE OVERVIEW

10.1 PURPOSE

The Arkansas Department of Education (ADE) is soliciting proposals from those who would be interested in providing professional consulting services for developing, implementing, and maintaining an augmented norm-referenced testing program in grades K- 9. It is the intent of the ADE to provide all Arkansas students, including those students with disabilities for whom regular or accommodated testing is deemed appropriate, with challenging, reliable and valid assessments of achievement. The tests must be appropriate for all eligible students and have items of sufficient range and cognitive complexity to be aligned in depth and breadth with the learning standards in the Arkansas Curriculum Frameworks. Assessments associated with this program will take place in the spring at a time and on a schedule specified by ADE.

An independent alignment study (studies) done by a contractor of ADE's choosing and paid by the proposer winning the bid is a requirement of this RFP. The first independent alignment done by a contractor of ADE's choosing shall be done on the alignment between the Arkansas Content Standards and the pool of NRT items comprising the NRT forms bid. Additionally, alignment studies shall be required whenever a Framework is revised or a new test is operational.

The contractor will identify and/or develop items and prompts that provide both norm-referenced and criterion-referenced reports of student performance for literacy (reading and writing), math, and science and for the development of interpretive products, statistical analyses, and reports. The development of these items and prompts are expected to be of high quality and need minimum, if any, revision. The ADE reserves the right to reject unacceptable items, prompts, and/or scoring criteria and require such to be rewritten or replaced, if necessary. Reading passages must be authentic published works and from a variety of sources at appropriate grade level. The contractor will secure all copyright releases for authentic passages to be used in print and electronic media. Fifty (50) percent of the items must be constructed response items. At least fifty (50) percent of items used in determining the criterion-referenced test score must be released annually to the school districts by requirement of Arkansas law. The augmented norm-referenced testing program must be capable of gaining approval by the U.S. Department of Education, and the contractor warrants that the augmented norm-referenced test(s) created and administered in relation to this RFP will be consistent and in compliance with the requirements of No Child Left Behind (NCLB) and the Arkansas Consolidated State Application Accountability Plan.

This contract will be for two (2) years, subject to the state funding cycle, with extension options available for up to five (5) additional years, for a total of seven (7) years. Pursuant to Ark. Code § 19-11-238 ADE shall terminate any Contract resulting from this RFP at the end of any fiscal period when funds have not been appropriated or are otherwise unavailable to continue the contract in the following fiscal cycle. Arkansas State Department of Education shall provide the Contractor written notice that the contract shall

terminate in ninety (90) calendar days or at the beginning of the next fiscal period, whichever comes first. The agency shall notify the Contractor immediately, in writing, in the event that the governing body responsible for such appropriations fails to make the necessary appropriation(s). ADE may cancel or curtail this Contract to the extent funds are no longer legally available for expenditures under this contract. The State shall honor outstanding commitments made and approved prior to the termination of the Contract and for services rendered including fees or obligations agreed to before the termination of the Contract. If the Contractor has provided services and there are no longer funds procedurally or legally available to pay for the services, the Contractor may file a claim with the Arkansas Claims Commission.

The contract will be awarded by issuance and execution of a Professional Services contract between the ADE and the successful Proposer. The contract is contingent upon review by the Arkansas Department of Finance and Administration, Office of State Procurement, Arkansas Legislative Council and/or the Joint Budget Committee, as well as other governmental funding sources, as necessary.

10.2 ISSUING OFFICE

The Office of Curriculum, Assessment, and Research is the sole point of contact in the State of Arkansas for the selection process. Proposer questions regarding RFP-related matters should be addressed to the Issuing Officer.

Issuing Officer and Contract Administrator: Dr. Gayle Potter - 501-682-4558
 Fax #: 501-682-4886
 E-mail: gayle.potter@arkansas.gov

10.3 ANTICIPATED PROCUREMENT TIMETABLE

Request for Proposals Released:	October 12, 2009
Intent to bid letter:	October 19, 2009
Closing date for receipt of questions:	October 21, 2009
Pre-Bid Conference:	October 23, 2009
Proposal submission deadline:	November 17, 2009
Award issued:	December 16, 2009

10.4 SUBMISSION OF PROPOSALS

A letter of intent to submit a proposal in response to this RFP must be received by ADE no later than 4:30 p.m., CT, on October 19, 2009. The letter must be submitted to Dr. Gayle Potter at the address below.

A Prebid Conference will be held on October 23, 2009, at 1:00 p.m. CT, at the ADE Auditorium, Four Capitol Mall, Little Rock, Arkansas to answer any questions about the RFP. Therefore, any and all information given at the pre-bid conference shall be a legal

and binding extension of the RFP as if initially set forth herein. All questions for the Pre-Bid Conference must be submitted in writing to the Issuing Officer and Contract Administrator listed in Section 10.2 of this RFP prior to 4:30 p.m., on October 21, 2009. Only contractors submitting a written notice of intent to bid will be notified of any amendments to the RFP.

The proposal bearing the original signature of the legally authorized agent for the applicant and ten copies of the proposal must be received by Dr. Gayle Potter no later than 4:00 p.m., CT, November 17, 2009, to qualify for the competition.

Proposals may be mailed or hand delivered to:
Dr. Gayle Potter, Associate Director
Curriculum, Assessment & Research Section
Arkansas Department of Education
Four Capitol Mall, Room 106-A
Little Rock, AR 72201

If the ADE requests additional copies of the proposal, they must be delivered by the proposer within twenty-four (24) hours. Envelopes must be marked with proposer's name. Responses should reference each paragraph and be arranged in the same sequence as this RFP. Answers should be sufficiently detailed so as to substantiate that services offered meet or exceed all requirements. Proposals may "concur" or "acknowledge" items not needing a specific response.

Addendums or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal.

10.5 REJECTION OF PROPOSALS

The State reserves the right to reject any and all proposals received as a result of this Request for Proposal (RFP). See 10.8.

The issuance of this Request for Proposal does not commit the State to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies.

10.6 DEFINITION OF TERMS

Adequate Yearly Progress – The level of academic performance improvement required of public schools or school districts on the state mandated assessments and/or other indicators as required in the Arkansas Comprehensive Testing, Assessment, and Accountability Program (ACTAAP), which shall comply with State and Federal law.

Augmented NRT-- An assessment comprised of norm-referenced and criterion-referenced items sufficient to provide valid and reliable measures of the level of student performance

relative to Arkansas' Learning Standards as defined in the Arkansas Curriculum Frameworks, which are discipline-based and clearly describe what students must know and be able to do in each academic content area, as well as indications of student performance relative to the student performance of a randomly sampled national population.

CRT (Criterion-Referenced Test) – A student achievement test fully aligned with the Arkansas Curriculum Frameworks that generates scores in terms of specific performance criteria to facilitate interpretation of student scores.

Essential Elements – Early Reading –

Comprehension – Understanding and remembering what is read

Decoding and Word Recognition (Phonics) – Recognizing words accurately, fluently, and independently

Fluency – Ability to read text accurately, quickly and with expression

Phonemic Awareness – Ability to hear and manipulate the sound structure of language

Vocabulary – Words that must be known to communicate effectively

Longitudinal Tracking – tracking individual student yearly academic achievement gains based on scheduled and annual assessments.

NRT (Norm-Referenced Test) – A student achievement test that is standardized in administration, with national norms to facilitate interpretation of student scores. Norm-referenced tests (NRT) are built around a vendor's set of curricular objectives. The test provides information that compares the performance of students against the performance of a sample of students from across the country. The Metropolitan Achievement Test is currently given to Arkansas students in Kindergarten while the Stanford Achievement Tests are currently given to Arkansas students in Grades 1, 2, and 9.

Pass Rate – A level of performance on the student assessments determined by the standard setting process that establishes the level below which students are required to have an Academic Improvement Plan and must participate in remediation.

Performance Levels – This term is used to refer to the four levels of student achievement on the state's criterion-referenced exams. The four levels are advanced, proficient (grade level), basic and below basic. A description of each level is as follows:

Advanced: Advanced students demonstrate superior performance well beyond proficient grade-level performance. They can apply established reading, writing and mathematics skills to solve complex problems and complete demanding tasks on their own. They can make insightful connections between abstract and concrete ideas and provide well-supported explanations and arguments.

Proficient: Proficient students demonstrate solid academic performance for the grade tested and are well prepared for the next level of schooling. They can use established reading, writing and mathematics skills and knowledge

to solve problems and complete tasks on their own. Students can tie ideas together and explain the ways their ideas are connected.

Basic: Basic students show substantial skills in reading, writing and mathematics; however, they only partially demonstrate the abilities to apply these skills.

Below Basic: Below basic students fail to show sufficient mastery of skills in reading, writing and mathematics to attain the basic level.

Subgroups – A school must meet AYP criteria overall and for each of the following subgroups that meets the minimum group size as determined by the Department of Education and approved by the U.S. Department of Education. Subgroups are subject to change through the course of this contract as a result of additional requirements from the U. S. Department of Education and as outlined in the Arkansas Consolidated State Application Accountability Plan (ADE Accountability Workbook).

- Students with Disabilities
- Students who are English Language Learners
- Economically Disadvantaged Students
- Ethnic Subgroups:
 - Caucasian
 - African American
 - Hispanic

Technical Advisory Committee (TAC) – Committee composed of nationally recognized testing experts and psychometricians selected by the Commissioner of Education and shall advise the Department in all technical aspects of the assessment system.

Value-Added Computations of Student Gains – Statistical analyses of the educational impact of the school's instructional delivery system on individual student learning using a comparison of previous and post student achievement gains.

10.7 BID EVALUATION

The Arkansas Department of Education will evaluate all proposals to insure all requirements are met. Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the state, taking into consideration price, the evaluation factors set forth in the request for proposals, and the results of any discussions conducted with responsible Proposers as allowed by Ark. Code Ann. § 19-11-230. No other factors or criteria shall be used in the evaluation.

ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSABLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT, ARK. CODE ANN. § 25-19-101 ET SEQ. (See 10.11.)

10.8 RESPONSE FORMAT AND SUBMISSION REQUIREMENTS

A. Responses should reference each paragraph and be arranged in the same sequence as this RFP. Answers should be sufficiently detailed so as to substantiate that services offered meet or exceed all requirements. Items not needing a specific proposer's statement may be responded to by concurrence or acknowledgment; no response will be interpreted as an affirmative response. Any statement in this document that contains the word "must" or "shall" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the proposal to be rejected. References to handbooks or other technical materials as part of a response must not constitute the entire response and must identify the specific page and paragraph being referenced.

B. Proposers must submit one (1) signed original and ten (10) copies of their proposal. One (1) copy of referenced or otherwise appropriate descriptive literature including, but not limited to, sample testing booklets, ancillary materials, and sample reports, must accompany each submitted proposal. One (1) copy of sample test booklets at each grade level and each content area to be assessed must be included for each proposal submitted to determine alignment. These materials will not be returned.

C. For a proposal to be considered, an official authorized to bind the proposer to a resultant contract must have signed the original proposal.

D. All official documents, except those labeled and determined to be confidential in nature, and correspondence shall be included as part of the resultant contract.

E. The Arkansas Department of Education reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:

1. Failure of the proposer to submit proposal(s) on or before the deadline established by the issuing office.
2. Failure of the proposer to respond to a requirement for oral/written clarification, presentation, or demonstration.
3. Failure to supply proposer's references.
4. Failure to sign the title page of the Official Proposal Document.
5. Failure to complete the Official Proposal Price Sheet(s).
6. Failure of any proposed service, equipment or software to meet or exceed the specifications.

10.9 CONDITIONS AND TERMS OF PROPOSAL

A. To be considered, bidders must include as part of their proposals all of the provisions of the RFP. Bids must be signed by an official authorized to bind the bidder to the resultant contract. Any alternate terms and/or conditions submitted with the proposal and must be

clearly identified as such. If the bidder submits terms and/or conditions that conflict with the laws of the State of Arkansas, the State laws shall govern. Bidder's standard terms and conditions may need to be altered to adequately reflect and include all of the conditions of the Request for Proposal, the bidder's proposal, and Arkansas State law.

B. Proposal pricing and cost must be listed in United States dollars and cents.

C. Proposals will only be accepted in the English language.

D. The original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the Arkansas Department of Education. This does not eliminate a Proposer from taking exception(s) to these documents, but does clarify that the Proposer cannot change the original document's written or electronic language. If the Proposer wishes to make exception(s) to any of the original language, it must be submitted by the Proposer in separate written or electronic language in a manner that clearly explains the exception(s). If Proposer's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Proposer's response may be declared as "non-responsible" and the response shall not be considered.

E. Bidders are cautioned to insure that they have received or obtained and responded to any and all amendments to the bid prior to submission.

10.10 TYPE/TERM OF CONTRACT

This will be a two (2) year contract to be in effect from date of award (contingent upon review by the Arkansas Department of Finance and Administration, Arkansas Legislative Council and/or the Joint Budget Committee as well as other governmental funding sources, if applicable), subject to the state funding cycle, with option to extend five (5) additional years. Contract may only be extended upon mutual written agreement between the Arkansas Department of Education and the contractor. The term of the original contract and any periods of extension may not exceed a combined total of more than seven (7) years.

The State shall notify the contractor at least sixty (60) days prior to the end of the contract period, or extension thereof, if the State intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension period.

Performance Security

In order to assure full performance of all obligations imposed on a vendor by contracting with the State of Arkansas, the vendor will be required to provide a performance bond for 10% of the total contracted amount, made out to the Arkansas Department of Education, to the Arkansas Office of State Procurement, within ten (10) working days after the letter of intent to award the contract is mailed. In extenuating circumstances, an extension may be granted to secure the bond. The form of bond required shall be in the standard form of

performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or a cashier's/certified check. An irrevocable letter of credit from an Arkansas bank is also acceptable. The award shall be made upon acceptance of the performance bond by the Office of State Procurement.

If a bidder fails to deliver the required performance bond, the proposal shall be rejected.

In the event of a breach of contract, either through quality problems, late delivery, substitutions, nonperformance, or other areas within the control of the vendor, the Office of State Procurement shall notify the vendor of the default in writing. If, after notification of default the vendor is unable to remedy the State's damages within ten (10) working days, the State Procurement Official may initiate procedures for collection against the vendor's performance security will be instituted for the amount of damages incurred.

In the event of default, and in order to achieve the greatest economy for the State, the Office of State Procurement may choose the next low bid, re-advertise for bids, negotiate a purchase or complete any other action consistent with the procurement laws.

10.11 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Arkansas Freedom of Information Act and may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Arkansas Freedom of Information Act must place all confidential documents in a sealed envelope(s) clearly marked "Confidential" and must indicate on the outside of their proposal package that confidential materials are included. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Arkansas Freedom of Information Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent(s). If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the respondent(s). The State will not determine prices to be confidential information.

ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT, ARK. CODE ANN. § 25-19-101 ET SEQ.

10.12 MINORITY BUSINESS POLICY

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Division of Minority Business Enterprise of the State of Economic Development conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority

inclusion”.

10.13 AWARD RESPONSIBILITY

The Arkansas Department of Education will be responsible for issuing a Contract Award. The using agency will proceed with issuance and execution of a Professional Services contract from the Contract Award. The contract is contingent upon review by the Arkansas State of Finance and Administration, Arkansas Legislative Council and/or the Joint Budget Committee, as well as other governmental funding sources, as necessary.

10.14 PROPOSAL VALIDITY PERIOD

All charges must be included on the Official Proposal Price Sheets, must be valid for a period of not less than ninety (90) days following the proposal submission deadline, and shall be included in the price evaluation.

10.15 CONTRACT PAYMENT

The specific payment schedule for any contracts entered into as the result of this RFP will be mutually agreed upon by the agency and the contractor. The schedule should show payment amount and should reflect actual work done by the payment dates. As a general policy, statements shall be forwarded to the designated representative by the 15th day of the following month.

All invoices shall be forwarded in quadruplicate to the contact person listed in Section 10.4 of this RFP and must show an itemized list of charges by type of service. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any equipment or service.

SECTION 20: SCOPE

20.1 SCOPE OF WORK

The contractor chosen as a result of this RFP will be expected to work closely with ADE staff to affect the enhanced assessment system in collaboration with contractors responsible for implementing the current state assessment system. Current contractors will continue to provide products and services for administrations of the criterion-referenced tests through the 2009-2010 school year. The selected contractor will also be expected to coordinate with the contractors for all assessments within the Arkansas Comprehensive Testing, Assessment, and Accountability Program (ACTAAP) in terms of testing dates, interrelated components and comprehensive data reports.

Specific objectives of the scope of work covered by the RFP include the following:

1. Develop and administer the augmented norm-referenced examinations to Arkansas students;
2. Score and report student, school, district and state data in useable forms that meet all state and federal requirements;
3. Provide technical services and expertise that insure the quality, accuracy and security of the statewide assessment system; and
4. Manage the project so that all assessments are developed, conducted, scored and reported error free, on time, and within budget.

Detailed expectations for the Scope of Work covered by this RFP are found in Appendix A.

Information regarding the current project may be obtained by contacting:
Dr. Gayle Potter - 501-682-4558

20.2 GENERAL REQUIREMENTS

Over the period of the project, the Proposer, hereafter known as the contractor, shall meet with Dr. Gayle Potter and other necessary parties to assess and research the needs, and then coordinate the development, implementation, and management of the project.

20.3 GENERAL CONTRACTOR OBLIGATIONS

Score reports for these examinations shall be mailed to schools and ADE no later than the May 31 of each contract year.

Approximately 244 school districts and 18 open-enrollment charter schools will be involved in these examinations. The number of students tested can only be estimated at this time. Bidders shall bid a cost for 365,000 students and "a per unit cost" for students above or below that number. Quantities stated are estimates only and are not guaranteed. Bid unit price on the estimated quantity specified. The State may order more or less than the estimated quantity.

Estimates shall be based on the figures supplied, plus a ten percent (10%) overage.

All bids shall include a method for determining the number of students to be tested annually in each examination area. Grade levels to be spanned have the following approximate enrollments:

Kindergarten 37,000

Grade 1 37,000

Grade 2 37,000

Grade 3 37,000

Grade 4 36,000

Grade 5 36,000

Grade 6 36,000

Grade 7 35,000

Grade 8 35,000

Grade 9 35,000

Ownership of Materials

All materials developed for these examinations and under this contract shall have an ADE copyright and belong to ADE. Any and all customized materials produced under this contract shall not appear in other instruments or other publications used in or out of the state of Arkansas without prior written approval of the ADE. These materials shall include, but are not limited to, test booklets, customized test items, answer documents, administrative manuals, reporting materials, data files, and all ancillary materials (both hard copy and electronic form.) These materials shall be submitted to ADE for approval before production.

Production of Materials

The contractor shall produce all materials required for the K-9 Assessment Program, including but not limited to test booklets, answer documents, manuals, and ancillary materials. ADE desires attractive materials at a reasonable cost. Paper quality must meet high quality standards to prevent inappropriate transfer of pencil marks within answer

documents.

Quantities of materials produced shall be sufficient to meet the requirements of the population plus five (5) copies for ADE. The contractor shall provide for replacement of lost shipments and for an overage allowance of ten percent (10%).

A warning shall be printed on the front cover of all copies of the Test Administrator's Manual and the District and School Test Coordinator's Manual. The text for the warning/warning labels shall be provided by ADE. Affidavits shall be included in the Test Coordinator's kit.

Prime Contractor Responsibility

The selected bidder will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all services and support.

The ADE prefers a contractor who can provide all of the services directly without subcontracting. However, if any part of the work must be subcontracted, responses to this RFP must include a list of subcontractors, including firm name and address, contact person, and complete description of work to be subcontracted. No subcontractor can be changed without the written approval of ADE.

The contractor selected shall

- provide tests with norms and copyright dates which are as recent as possible (contractor must specify the most recently normed instrument);
- provide a norm equating study for ADE and all school districts to equate the previously used assessment to the new assessment by a date specified by ADE;
- provide a demographic analysis of the norming population to the ADE;
- produce and distribute all materials necessary for the assessment;
- provide, for ADE approval, a detailed work plan and calendar for developing all assessment items/tasks and materials, and for implementing the Exams;
- act as overseer of the Exams, coordinating with ADE to maintain timelines, insure quality in the production of materials, maintain security and delivery procedures, and address psychometric issues;
- work with other Arkansas testing program contractors to ensure consistent administration across programs (i.e., procedures, forms, etc.)
- work with previous testing contractor to ensure smooth transition and consistency within program administration including, but not limited to, item development, handscoring, psychometrics, and reporting.

- advise ADE on psychometric and methodological issues related to the design, reliability, validity, fairness and analysis of the Exams;
- provide a strategic plan to ensure the necessary number of field test items and test forms are developed in order to adequately replenish the item pool on an annual basis;
- provide, as an option, access to an alternate operational form of the exam in all subjects at all grade levels annually should a breach of security occur;
- assist and advise ADE in establishing/validating performance levels on the Examinations, as necessary, including standards setting;
- oversee, conduct, and document specific statistical analyses of assessment data for the Exams;
- advise and consult ADE on issues that affect the technical integrity of the assessments;
- conduct and provide any and all technical studies and/or reports and data required to obtain/maintain peer review approval from U.S. Department of Education;
- attend and participate in ADE-sponsored meetings, as needed;
- determine the specifications for the data analyses (in consultation with ADE);
- develop camera-ready copies of test material and coordinate administration of assessments across the grade levels participating in assessments;
- report and/or disseminate the results of the Examinations, including sub-test data, for individual students, classrooms, school buildings, school districts, state regions, and the state no later than May 31 of each contract year.
- conduct appropriate technical and statistical procedures intended to improve the reporting of the scores produced by the Exams. These procedures should include the production of all the scores necessary for appropriate criterion-referenced and norm-referenced interpretation of the assessment results;
- provide assessment results disaggregated by race (Asian, Pacific Islander, African American, Hispanic, Native American, Caucasian, and two or more), gender and Combined;
- provide an analysis and interpretation of the assessment results by district, region, and state for, at a minimum:
 - students with disabilities;

- students who are English language learners;
 - monitored former LEP
 - highly mobile students;
 - economically disadvantaged (free and/or reduced lunch) students;
 - non-economically disadvantaged students;
 - migrant students;
 - Gifted and Talented students;
 - The following ethnic subgroups:
 - Caucasian
 - African American
 - Hispanic
 - Two or more
 - Asian
 - Pacific Islander/Native Alaskan
 - Native American
- provide erasure analysis reports as specified by ADE;
 - develop and produce brochures/pamphlets for professional and lay audiences (educators and parents) regarding the Exams;
 - develop, in conjunction with ADE, handbooks for teachers. The handbooks will include a general explanation of the assessments, the objectives, and suggested teaching activities including sample student responses;
 - provide professional and technical support to ADE in assisting individual districts to develop and implement programs to use Examination results advantageously;
 - provide assistance and advice on technical issues regarding assessment for students with limited English proficiency;
 - provide editing and proofreading to insure that the typewritten or graphic materials provided to ADE are of a quality appropriate to the purpose and are free of error. Although ADE will review materials, word-for-word proofs will not be conducted. The contractor should NOT assume that ADE approval of any products means that they are "error free." Once items have been approved, the items, along with artwork, must be stored so that the items can be recalled for future use. The proposal must include methods and procedures to prevent the introduction of errors into test items that have been given final approval. The contractor is responsible for proofing every document for one hundred percent (100%) accuracy, regardless of its stage in the production process. Should inaccuracies in copy be detected, ADE reserves the right to request an internal review of the contractor's procedures and require additional quality control at the contractor's expense. The proposal must state the methods and procedures to be used for ensuring product accuracy. Reliance on

word processing technology (e.g., spell checks) independent of a proofreader(s) is not sufficient for ensuring accuracy. Quality control procedures, which include data quality checks during every data transfer, should be in place and presented to ADE at the time of the bid.;

- score machine scannable portions of the assessments;
- hand-score performance items that cannot be machine scored. Individuals who hand score must hold a four-year degree in the area being scored or in a related area. They will utilize double-blind scoring procedures on all papers using ADE approved rubrics including item specific rubrics for reading, math and science and the five domain writing rubric. Contractor will provide all anchor papers, training materials, calibration sets, etc., needed for hand scoring. Contractor will propose one or more methods of identifying score drift over time and provide methods for correcting drift;
- produce answer documents with lithocodes, and test booklets with barcode security ID numbers, for all portions of the assessments to ensure quality control. The test booklets and answer documents should be shrink-wrapped, and test booklets should be returned to the test company to ensure 100% accountability. The testing contractor shall follow up with districts and ADE concerning any missing test materials immediately. This includes a final missing documents report to be provided to ADE at the end of each testing cycle;
- develop and offer pre-coded labels with student information to be placed on student response documents. The proposal should describe in detail the methods and processes of pre-coding/pre-identifying answer documents. The data for pre-coded labels will be provided through a data file from ADE to the testing company. The use of labels is mandatory for use with ADE assessments. The cost of this service will be included in the price of the contract;
- insure that all materials developed for these examinations and under this contract have an ADE copyright.
- provide manuals for local district test coordinators who will supervise the administration of the assessments;
- provide regional training for district test coordinators on an annual basis (approximately nine locations around the state during a two week period);
- provide annually for districts a series of professional development opportunities in each content area and grade level tested, including but not limited to, item construction, hand scoring, test data interpretations, and other areas deemed necessary by ADE;

- provide, in a form acceptable to ADE, reports at each level: student, classroom, school, district, region, and state; produce a CD sufficient to reflect all required data;
- provide labels with individual student test results to schools for application to each student's permanent record.
- prepare and distribute reports of the results of the assessment to various audiences;
- provide a written analysis to ADE that all items selected for inclusion on the assessments are bias free;
- provide for committees the following committees (function described):

Content Advisory Committees These groups of approximately 12 – 15 teachers each examine test items to determine if they are developmentally appropriate and aligned to the Arkansas Frameworks. One committee per grade level per subject area will be required. For grade 5 alone, this would include the following:

- Grade 5 Reading
- Grade 5 Mathematics
- Grade 5 Writing
- Grade 5 Science

Range-finding Committees These groups of approximately 12-15 teachers each evaluate field-tested student responses to constructed response and extended response items in order to provide guidance to scorers. One committee per grade level and subject area will be required.

Bias Review Committee This group of approximately 50 administrators examines test items to screen for bias, offensive language, stereotypes, emotionally-charged content, and cultural sensitivity.

Citizens Review Committee This group of approximately 15 Arkansas citizens screens items for appropriateness to the community at large, meets at a minimum 3 to 4 times per year.

Planning Advisory Committee This group of approximately 20 administrators provides input to ADE regarding test administration policy, meets at a minimum 3 to 4 times per year.

Technical Advisory Committee This group of approximately six nationally recognized experts in educational measurement and policy provides oversight of the technical components of the assessment program. This committee meets at a minimum 3 to 4 times per year. The contractor will pay a stipend established by ADE for each meeting day and each day for travel

for TAC members as well as preparation expenses, travel expenses, and lodging and meals. Any other TAC expenses required such as conference calls for equating or other technical matters, the equating Memorandum of Acceptance written by the TAC chairman or other such memoranda of verification needed for compliance with state or federal requirements, or standard setting expenses for a TAC member observer will be paid by the contractor.

- provide the same reports and disaggregations as currently received for the Examinations, including but not limited to the reports listed in Appendix A and the following populations: general population, combined population, special education, limited English proficient (LEP), monitored former LEP, highly mobile, economically disadvantaged (free and/or reduced lunch), non-economically disadvantaged, migrant, and Gifted and Talented. Sub-populations and the associated reports may change as the State population or federal reporting requirements change;
- provide a self-adhesive label including the proficiency level on the augmented test and the normative scores on the NRT for each individual student to be used in the cumulative student record. The labels shall be packaged by alphabetized list, by grade, by school;
- provide accessible test editing by a nationally recognized vendor, utilizing the standards of the Braille Authority of North America (BANA), of all test materials to be used by students with visual impairments. Large print materials must be in 18 point Sans Serif or Verdana font. This editing service must be provided by an agency experienced in producing Braille, tactile graphics, and large print. Provide large print and Braille forms of the tests for visually impaired students. All materials covered under this contract must follow Universal Design Principles;
- produce templates for line placement for use by visually impaired students. These must be produced on dark (not black) cardstock to match the standard page width for the large-print booklets.
- produce one (1) percent, based upon state testing population per grade level, of both Braille and large print versions of test materials. Make these available upon request and include them in shipments to those requesting districts;
- provide an annual technical report to ADE documenting all technical work associated with the testing. The technical report shall follow an ADE approved format, include a public/non-secure version, secure version, and a short summary of validity and reliability which shall be provided to the ADE in both hard copy and electronic formats;
- analyze and interpret the testing results and aid the various audiences in the use of the results;

- provide full-time customer assistance/technical support for Arkansas school personnel accessible through a designated toll free number;
- provide various graphic representations of the results for ADE and local districts;
- provide for ADE all district/school data on CD including a press-ready version and provide for ADE paper copies of region, and state data (including disaggregated data);

20.4 MINIMUM QUALIFICATIONS OF CONTRACTORS

The organization selected to perform the work requested in this RFP must have:

- (1) sufficient resources to work within the time constraints while maintaining desired performance levels;
- (2) the competence of the professional personnel who will be assigned to the job;
- (3) qualified professionals (judged on the basis of experience and education with particular reference to prior experience on projects of a similar nature); and
- (4) recent experience with similar large-scale assessment development and implementation.

SECTION 30: EVALUATION PROCESS AND CRITERIA

30.1 SELECTION PROCESS OVERVIEW

Final determination will not be based on price alone.

30.2 PROPOSAL EVALUATION CRITERIA

Submission of a proposal implies contractor acceptance of the evaluation technique and recognition that subjective judgments must be made by the Evaluation Team during the assignment of rating points.

ADE expects the bidder to develop a plan for providing all of the services requested. A proposal comprised of repetition of the RFP will not be a satisfactory indicator of the contractor's grasp of the complexity of the project. Each proposal will be evaluated on the following: the bidder's understanding of the nature and scope of the work involved; the bidder's procedure, with an emphasis on the techniques proposed for executing each task; the sequencing of the tasks and the methods used for quality control; and the quality, thoughtfulness, and creativity of the content format, and procedures in the proposal. The proposal shall reflect compliance with all activities and procedures requested in the RFP.

Proposals submitted pursuant to the RFP will be reviewed by a panel of educators and by ADE. Recommendations for contract award will be made to the Commissioner of the Arkansas Department of Education. The review panel will apply the following criteria:

1. Corporate Qualifications: This refers to the capability of the organization to perform the work requested in the RFP. Consideration will be given to the following:
 - whether the organization has sufficient resources to work within the time constraints while maintaining desired performance levels;
 - the competence of the professional personnel who will be assigned to the job; qualifications of professionals (judged on the basis of experience and education with particular reference to prior experience on projects of a similar nature);
 - and recent experience with similar large-scale assessment development and implementation. Each bidder is to provide a list of at least three (3) client references. These references may or may not be contacted and asked to confirm that: the bidder has, under previous agreement, successfully performed work of a similar nature to that detailed in this RFP; the bidder met all obligations under the aforementioned agreement with regard to the quality of work, completion date, and agreed upon dollar amount. In addition, other sources may be consulted regarding previous agreements made by the bidder and the successful performance of work similar to that detailed in this RFP.

- the bidder shall provide an organizational chart displaying his/her overall business structure and the proposed project structure. The bidder shall also state the qualifications and credentials of his company, in terms of proven experience through similar projects, reputation, etc. Bidders shall include the number and a description of recent similar projects successfully completed. A statement shall be included specifying the extent of responsibility on each described project. The bidder shall provide the most recent annual report, and other evidence of the bidder's financial status, and the bidder's financial ability to carry out the project. Proposals shall include proof of the bidder's financial soundness and successful completion of other projects of like size and scope. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the Department. Acceptable evidence shall include but shall not be limited to: recent financial statement from a bank evidencing their good standing; written statements from the bidder evidencing the successful completion of other projects of like size and scope; and recent peer reviews of completed projects of like size and scope.
2. Alignment with the Arkansas Curriculum Frameworks: This refers to the degree of alignment between the instrument bid and the content standards within the Arkansas Curriculum Frameworks. The framework documents are available at the Curriculum link on the ADE website, <http://arkansased.org>
 3. Compliance with the technical requirements of the RFP: ADE expects the bidder to develop a plan for providing all of the services requested.
 4. Costs: This refers to the financial cost of the proposed products and services to be received by ADE. The information required in this section is necessary to support the reasonableness of the quotation. Cost information must be **bound and sealed separately from the remainder of the proposal**. The acceptability of the quoted fixed costs for services will be given consideration in the negotiation and award of the contract under this solicitation. The bidder may provide information regarding costs for supplemental services. Supplemental costs are those associated with supplemental services that go above and beyond the scope of work required by the RFP. Supplemental service costs shall be clearly labeled as such. Supplemental costs will be reviewed separately and will not influence the selection of the bidder for the project.

Proposals will be rated numerically using the following point system:

Corporate qualifications	20 points
Alignment with frameworks	35 points
Compliance with technical requirements of RFP	25 points
Costs	20 points

Maximum of 100 points

All cost figures will be reviewed to determine whether or not all work tasks have been included. Omission of costing of any task will be grounds for rejection of the bid.

ADE reserves the right to make an award under this request without discussion between the Department and any bidder. Therefore, proposals shall be submitted on the most favorable terms from technical and cost standpoints. Furthermore, ADE reserves the right not to accept the lowest priced proposal and to reject all proposals if none is sufficient in quality and/or cost. After reviewing the initial bid documents, if it is in the Agency's best interest, ADE may choose to negotiate final terms with a bidder or bidders presenting proposal(s) most appropriate to program needs. The State reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State would be served.

30.3 PROJECT UNDERSTANDING

The proposal must respond in detail to each item within this RFP and anticipate the contractor meeting with ADE and other necessary parties to assess and research the needs, and then coordinate the development, implementation, and management of a project meeting the objectives of the contract.

30.4 QUALIFICATION OF STAFF

The proposal should detail how the bidder has and will make available sufficient personnel resources to work and to maintain necessary performance levels. The proposal must detail the number and qualifications of personnel required to perform the work requested.

Personnel Assigned to Project: Each bidder will be required to provide a list of and resumes for each individual who will be assigned to work on the project described in this RFP, and to designate the approximate amount of time (as a percentage) that each will spend in the development of this project. This information may be marked "Confidential" and submitted in a separate sealed envelope. Because of the importance of personnel in this contract, all parties to the contract will notify the other parties participating in the contract of any changes in personnel assignments. Incoming personnel must have equal or better credentials as compared to those they are to replace. Awarded bidder will be required to seek approval of any proposed change in personnel from the ADE. ADE reserves the right to reject any individual working on this testing project regardless of their qualifications.

SECTION 40: PROFESSIONAL SERVICES AND PRICE PROPOSAL

40.1 INTRODUCTION

The Professional Services Proposal shall include the following:

- Signed Transmittal Letter
- Executive Summary
- Contractor's Background and Experience
- References
- Statement of Project Understanding
- Contractor's Qualifications
- Project Organization and Staffing
- Independent Price Determination Certification Statement
- Bid Price Certifying Statement
- Governor's Executive Order 98-04 Disclosure Forms

ORIGINAL PROPOSAL AND COPIES SHALL BE INDEXED AND TABBED WITH THE ABOVE SECTIONS INDICATED.

The Price Proposal shall include the following:

Price Proposal (Cost Analysis)

PRICE PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY

40.2 SIGNED TRANSMITTAL LETTER

The Transmittal Letter will be signed by an individual authorized to legally bind the respondent. It will state that the respondent is a legal entity that will meet the specifications set forth in the request for proposals. Failure to furnish this signed document shall be cause for rejection of the proposal.

Transmittal Letter:

A transmittal letter must accompany the proposal. The transmittal letter should include the following and must be signed by an officer authorized to contractually obligate the company.

- Identify the submitting Provider (Organization / Company);
- Identify the name and title of the person authorized by the Provider to contractually obligate the organization;
- Identify the name, title and phone and fax numbers and e-mail address of the person authorized to negotiate the contract on behalf of the Provider;
- Explicitly indicate acceptance of, or proposed modifications to, the terms and conditions governing the procurement;

- Acknowledge receipt of any and all amendments to this RFP;
- Summary of ability and desire to supply products and services;
- Summary of Milestone - Describe any milestones proposed in the submittals;
- Summary of charges
- Other information the Provider may wish to briefly summarize;

40.3 EXECUTIVE SUMMARY

The Executive Summary will condense and highlight the contents of the respondent's proposal.

40.4 CONTRACTOR'S BACKGROUND AND EXPERIENCE

This section will include details of the Contractor's background and its size and resources as well as details of experience relevant to the proposed project.

The Contractor is to provide a list of at least three (3) client references. These references may or may not be contacted and asked to confirm that: the contractor has, under previous agreement, successfully performed work of a similar nature to that detailed in this RFP; the contractor met all obligations under the aforementioned agreement with regard to the quality of work, completion date, and agreed upon dollar amount. In addition, other sources may be consulted regarding previous agreements made by the contractor and the successful performance of work similar to that detailed in this RFP.

40.5 CONTRACTOR'S QUALIFICATIONS AND CREDENTIALS AS RELATED TO THE PROPOSAL (CRITERIA)

40.6 PROJECT ORGANIZATION AND STAFFING (CRITERIA)

This section will describe in detail the respondent's organizational plan for meeting the requirements in this request for proposals. It will include organizational charts of proposed personnel at all levels of the organization.

40.7 INDEPENDENT PRICE DETERMINATION CERTIFICATION STATEMENT

A bid will not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other Contractor or with competitor. In addition, the Contractor is prohibited from making multiple bids in a different form (i.e., as a prime Contractor and as a subcontractor to another prime Contractor). The Contractor must include a certified statement with the bid certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of this project until such time that a new contractor is selected.

40.8 BID PRICE CERTIFYING STATEMENTS AND BID PRICE

The total bid price will include services and requirements as described in this request for proposal, for the term of the contract period. The Contractor shall include a statement certifying that all services, properly requested, will be performed as required.

CERTIFICATION OF COSTS

This is to certify that the work task proposed by _____
(*Contractor*) for the Arkansas Department of Education and all supporting requirements identified in the proposal will be available and delivered in accordance with the schedule developed by the Contractor and ADE. All costs relative to the tasks to be performed are correct as of the date of this proposal and are acceptable to the company as a contractual obligation. The proposal shall remain in effect for 90 days from the date of proposal is submitted.

It is understood that the requesting agency will compare the bidder's capability, cost and job understanding with those of other contractors, and selection will be based on criteria established in the Request for Proposals.

Signature

Date

40.9 GOVERNOR'S EXECUTIVE ORDER 98-04 DISCLOSURE FORM

Bidders are required to complete Forms F1 and F2, sign them and return with the professional services proposal. This is a mandatory requirement; failure to furnish these documents shall be cause for rejection of the proposal.

40.10 PRICE PROPOSAL (COST ANALYSIS)

The fees will include the services and requirements described in this request for proposals.

The information required in this Section is necessary to support the reasonableness of the quotation and is for state use only. The data will be held in confidence and will not be revealed to nor discussed with competitors as allowed by law. **This portion of the proposal must be bound and sealed separately from the remainder of the proposal and must be marked "Cost and Price Analyses."**

The contractor shall present the budget in two different ways. The first is a Budget by Category. This format requires itemization of costs across all major tasks described by the RFP. The second format is a Budget by Activity. This format requires a display of costs by activity within each of the major tasks.

Each budget page is organized to reflect the dollar amount for each year for each category or for each activity within each task, and the total dollar amount across the entire contract period for each specific category or each specific activity within a task.

For each content area, the contractor shall provide a price per student assessment for the original contract period and a maximum price per student assessment for a renewal option for providing the services in accordance with the provisions and requirements of the RFP. All costs associated with providing the assessment system (multiple-format assessments, test booklets, questionnaires, manuals, materials, scoring, data analysis, reporting and technical reports) shall be included in the stated prices.

In pricing handscoring, the contractor shall provide a price for double-blind scoring of all writing responses and all constructed responses for reading, mathematics, and science. The contractor shall also provide a second price option for double-blind scoring of all writing responses and a 20 percent read behind of all constructed responses for reading, mathematics, and science.

Bidders may provide cost information for supplemental services and/or products. All supplemental services or products shall be priced separately.

APPENDIX A

Scope of Work

APPENDIX A

Scope of Work

The contractor will be required to coordinate with any other contractor(s) that provide the Arkansas statewide assessments for students with limited English proficiency and the Arkansas Alternate assessment for students with disabilities regarding assessment dates, data reporting and interrelated components in the State assessment system including but not limited to administration procedures, forms, and materials production.

The contractor shall complete the following project management tasks:

- A written Scope of Services for program management tasks;
- An annual schedule for providing contracted deliverables approved by the ADE;
- An annual problem resolution plan listing contact persons;
- Copyrights and permissions;
- Psychometric support for all assessment functions;
- Required data, data files and data CDs for use by ADE for validation of equivalency of all test forms and for reporting requirements.

Annually, the contractor will prepare, for ADE approval, a work schedule for the remaining life of this contract. The contractor will submit a draft work schedule for submission to the ADE fifteen (15) days prior to the initial planning meeting, to be held no later than thirty (30) days after the awarding of the contract for the project.

The contractor is responsible for correcting any and all errors in work projects, at the contractor's expense, arising from activities that are the responsibility of the contractor.

This may involve activities such as:

- Conducting analysis to identify the cause and extent of errors;
- Reprinting or reproducing products or other materials;
- Replacing and/or correcting data files;
- Reproducing reports; and
- Shipping replacement products or reports to ADE or Arkansas schools using expedited shipping services.

Three types of reports are to be prepared by the contractor to facilitate and document communications with the ADE: Overall Operational Plan, Weekly Status Updates, and Test Administration Summary. Additionally, the ADE will define required financial reports when the contract is awarded.

- Overall Operational Plan: This is a working document to be developed as the project progresses. The contractor will provide and continually update copies of the Operational Plan, which are to be bound in loose-leaf binders for each project year and kept in the possession of the ADE. The plan will include (1) annual project schedule, (2) procedures and specifications for work tasks, (3) final copies of all test

materials and reports, (4) final data file on CD, (5) resolution of problem plan, and (6) contact people.

- Weekly Status Updates: The contractor will meet with Dr. Gayle Potter or her ADE designated staff each week. The contractor will produce a weekly report that identifies the status of major ongoing tasks, recent and upcoming work tasks, and progress on important project issues.
- Test Administration Summary: the contractor will produce a summary for each annual administration. The purpose of the report is to review and identify areas of the project that required changes and improvement in the following year's activities. The summary will address all test administration, processing, scoring, and reporting. The summary will include information from the error logs related to materials shipping, administrator comment forms, and score reports as well as a final report compiled by school and district of all secure materials that have not been returned to the contractor and the process involved in the attempt to recover these materials.

Test Development and Content Alignment:

The Arkansas Curriculum Frameworks must serve as the basis for all Augmented Norm-Referenced Examinations. Examinations shall include enhanced multiple-choice items, constructed response items, and essay formats. The choice of formats should involve consideration of the appropriateness of measurement strategies, validation information, the efficiency of measurement, the purpose of the measurement, and cost considerations.

The contractor will provide assessments for the following subject areas and grade levels:

- Literacy (reading and writing) for Grades K-9;
- Mathematics for Grades K-9;
- Science for Grades 5 and 7.

The NRT and CRT test items must be merged into one test form, though the two types of items may be separated in distinct subtests for administration. Separate NRT and CRT scores and sub-scores should be derived.

Design and content control of all aspects of this project remain the responsibility of the ADE and the contractor. Changes in the design made during the contract period will be at the discretion of the ADE. The ADE reserves the right to make changes in materials at any stage of the project prior to final printing.

Test construction activities will be the responsibility of the contractor and will require the approval of the ADE.

Alignment of all items with state standards must be adequate to pass federal requirements as specified in Public Law 107–110, No Child Left Behind Act of 2001 (NCLB). THE AUGMENTED NORM-REFERENCED TESTING PROGRAM MUST BE CAPABLE OF

MAINTAINING PEER REVIEW APPROVAL BY THE U.S. DEPARTMENT OF EDUCATION, AND THE CONTRACTOR WARRANTS THAT THE AUGMENTED NORM-REFERENCED TEST(S) CREATED AND ADMINISTERED IN RELATION TO THIS RFP WILL BE CONSISTENT AND IN COMPLIANCE WITH THE REQUIREMENTS OF NCLB AND THE ARKANSAS CONSOLIDATED STATE APPLICATION ACCOUNTABILITY PLAN (http://arkansased.org/nclb/pdf/accountability_wkbk_021208b.pdf)

I. Alignment and Construction Criteria

- Items should be included that validly and reliably measure grade level performance ranging from enabling skills up to and including advanced skills with each subject area (literacy, mathematics, and science) as specified in the Arkansas Curriculum Frameworks.
- The content of each item and the content of the related Student Learning Expectation must match. The match must be approved by the ADE and may be subject to review by any outside entity employed by the ADE.
- Test items must contain a span of difficulty per subject area per grade level.
- The source of rigor in an item will come from the knowledge and skills required to answer the item correctly and not from the language of the item or the way the item is constructed.
- The test items shall include a range of cognitive demands or Depth of Knowledge (DOK) using the Webb Model devised by Dr. Norman Webb. The percentage of items developed at each DOK level must meet the recommendations of the Peer Review Committee as well as the approval of the ADE.
- Items will appropriately reflect performances of all students and will not be biased with respect to students' ethnicity or gender.
- CRT item format must parallel the NRT item format with the use of graphics, charts, illustrations, maps and photos.
- Mathematical items will be developed to allow for calculator use. For ten (10) percent of mathematical items in the assessment, calculators will not be allowed.
- Secure mathematics reference sheets, which can be accounted for when returned to the company, shall be produced and distributed in hardcopy format by the contractor for use with the CRT portion of the assessment. ADE shall stipulate the contents of this reference sheet.
- The contractor will be responsible for the development of the multiple choice and extended constructed response items for the writing portion of the test. The two (2) writing prompts included at each grade are not part of the matrix design and will

require stand-alone field testing as needed during the course of the contract.

- Test Specification (Blueprint):
 1. Item reference number
 2. Target grade(s)
 3. Subject area,
 4. Student Learning Expectation
 5. Norming date—NRT only
 6. Item difficulty level (p-value) for NR and field test CR items,
 7. Administered to Arkansas students (Yes or No; if yes the administration year)
 8. Origin of item

- The blueprint approved in Peer Review by the USDOE shall be used. See Appendix C.

- The contractor shall propose a process whereby fifty (50) percent of the test items comprising the CRT score each year can be released to the public in a set of Released Item Booklets (RIB) and Teacher Handbooks (TH) by grade level. The Teacher Handbook includes constructed responses representing score points and annotations. These Released Item Booklets and Teacher Handbooks are provided to districts in hard copy format and to ADE in both hard copy and electronic PDF.

- The contractor shall develop and distribute in hardcopy and electronic format a Report Interpretation Guide (RIG) which includes information about all reports.

- The contractor in consultation with ADE shall plan and facilitate meetings with Arkansas educators and/or consultants as required. ADE will designate the Arkansas educators and consultants to participate in the meetings. All meetings will be held in the area of Little Rock, Arkansas, unless otherwise agreed by ADE. Scheduling, selection of participants, determination of the number of participants and locations of meetings will be subject to the approval of the ADE. The contractor is responsible for arranging lodging and logistics for committee meetings designated by the ADE, including but not limited to costs associated with the facility, refreshments (breakfast, lunch, and snacks), and materials and presentation expenses. Committee participants shall receive travel reimbursement including but not limited to hotel (direct billed), mileage at the designated state rate, and meals. The contractor is responsible for daily substitute teacher reimbursement based on the established district rate and/or honoraria (\$50 per day) for participants are not on contract.

Anticipated committees within the scope of the RFP (function described):

- Content Advisory Committees These groups of approximately 12 – 15 teachers each per grade and content area examine proposed test items to determine if they are developmentally appropriate and aligned to the Arkansas Frameworks. These committees also meet to review the field test statistics. One committee per grade level per subject

area will be required. For grade 5 alone, this would include the following:

Grade 5 Reading
 Grade 5 Mathematics
 Grade 5 Writing
 Grade 5 Science

- Bias Review Committee This group of approximately 50 administrators examines test items to screen for bias, offensive language, stereotypes, emotionally-charged content, and cultural sensitivity.
 - Range-finding Committees These groups of approximately 12-15 teachers each evaluate field-tested student responses to constructed response and extended response items in order to provide guidance to scorers. One committee per grade level and subject area will be required.
 - Planning Advisory Committee This group of approximately 20 administrators provides input to ADE regarding test administration policy. This group meets two to three times annually.
 - Technical Advisory Committee This group of approximately six nationally recognized experts in educational measurement and policy provides oversight of the technical components of the assessment program. This committee meets at a minimum 3 to 4 times per year. The contractor will pay a stipend established by ADE for each meeting day and each day for travel for TAC members as well as preparation expenses, travel expenses, and lodging and meals. Any other TAC expenses required such as conference calls for equating or other technical matters, the equating Memorandum of Acceptance written by the TAC chairman or other such memoranda of verification needed for compliance with state or federal requirements, or standard setting expenses for a TAC member observer will be paid by the contractor.
- The contractor will insure that proportionate numbers of students with disabilities and LEP students will be included in the field-testing of items and must be included in the norming and calibration of all tests, utilizing state-approved testing accommodations. It will be the contractor's responsibility to ensure test results accurately reflect the student's achievement level, rather than reflecting the student's disability or level of English proficiency. Braille and large print versions shall be provided.
 - An independent alignment study (studies) shall be done by a contractor of ADE's choosing and paid by the proposer winning this bid. The first independent alignment done by a contractor of ADE's choosing shall be done on the alignment between the Arkansas Content Standards and the pool of NRT items comprising the NRT forms bid. Additionally, alignment studies shall be required whenever a Framework is revised or a new test is operational.

II. Test and Document Design

- The contractor, in consultation with ADE, will design, produce and print the test books and answer documents. ADE requires each grade-level (CRT and NRT) to be one combined test booklet, though the NRT and CRT items may be separate in subtests for the purposes of administration. Fifty (50) percent of the exam items must be constructed responses. ADE shall approve and have the right to modify the design of the test books and answer documents prior to printing to any test administration.
- If field-testing is used to populate the item pool for Arkansas, location of items should be limited to one or two locations in both test books and answer documents. The location of the embedded field test items should be changed from year to year within each test. Field testing will be accomplished by embedding items in operational tests, spiraled at the classroom level.
- The contractor shall propose a plan for item development for each grade level and content area within the augmented assessment program. The plan shall specify (1) the content standards for which the item development is needed, (2) the number of items to be field tested by content area and grade level, and (3) the number of items to be developed by content area and grade level. The contractor must ensure that the number of items to be developed is large enough to account for item loss during the item review process including, but not limited to, item review, bias review, statistical review, and internal ADE review.
- The scannable answer document design for all grades may vary according to grade level and subject areas. ADE requires that each answer document include certain demographic information across all grade levels. This data includes but is not limited to:
 1. Name: Last Name, First Name, Middle Initial
 2. Social security number or state assigned identification number
 3. School Name
 4. District name
 5. District/School LEA number
 6. Date of Birth
 7. Gender
 8. Ethnic background (as determined by U.S. Department of Education Guidelines):
 - Asian
 - Pacific Islander
 - African American
 - Hispanic
 - Native American/ Native Alaskan
 - Caucasian
 9. Grade

10. Test Administration Date
11. Class Name
12. Form
13. Test type (Braille, large print)
14. Gifted and Talented
15. Limited English Proficient (LEP)
16. LEP Student less than one year in U.S.
17. Monitored Former LEP
18. Free and/or Reduced Lunch
19. Migrant Student
20. Highly Mobile Student
21. Exceptional Student Identification
 - Autism (AU)
 - Deaf-Blindness (DB)
 - Hearing Impairments (HI)
 - Mental Retardation (MR)
 - Multiple Disabilities (MD)
 - Orthopedic Impairments (OI)
 - Other Health Impairments (OHI)
 - Emotional Disturbance (ED)
 - Specific Learning Disabilities (SLD)
 - Speech/Language Impairments (SI)
 - Traumatic Brain Injury (TBI)
 - Visual Impairments (VI)
22. Special Education Accommodations
 - A teacher transferred answers from the student's test booklet to an answer document (TRAN)
 - A teacher recorded the student's verbal responses to his/her answer document (REC)
 - A test administrator signed directions for a hearing-impaired student (SIGN)
 - The student was given preferential seating (study carrel) (PREF)
 - The student was tested in a small group (SMGT)
 - The student was tested individually (INT)
 - The student was read aloud the math test, the writing test, and/or the science test (RMT/RWT/RST)
 - The student used a magnifying device (MD)
 - The student used noise buffers (NB)
 - The student was scheduled individually and given extended time (IS)
 - The student was given extended time (ET)
 - The student used a large print test booklet (LPT)
 - The student used a Braille test booklet (BT)
 - The student used an abacus (AB)
23. LEP Accommodations
 - The student was given extended time (LEP-ET)
 - The student was given a word-to-word dictionary (LEP-WTWD)

- The student was scheduled individually and given extended time (LEP-IS)
- The student was given preferential seating (study carrel) (LEP-PREF)
- The student was tested in a small group (LEP-SMGT)
- The student was tested individually (LEP-INT)
- The student was read aloud the math test, the writing test, and/or the science test in English (LEP-RMT/RWT/RST)
- The student used noise buffers (LEP-NB)

The answer document will be reviewed and may be revised by the contractor and ADE after each succeeding administration.

The contractor is responsible for providing the following item information in an electronic format acceptable to ADE during the “mock-up” production stage:

- Multiple-choice and Extended/Constructed Response Items (Fifty percent of the items must be constructed responses):
 1. Test name (source)
 2. Test level (grade)
 3. Item sequence number
 4. Distracter analysis
 5. Item parameter information (difficulty, discrimination and guessing, where applicable)
 6. Point biserial correlation and p-value (from classical test theory) and
 7. Differential item functioning (by gender, race and free/reduced lunch status)

Note:

The contractor shall provide an item analysis at the conclusion of the field test for each grade level and for each content area. The contractor should provide item response theory-based and classical statistics for all field test items. The contractor should provide, at a minimum: (a) difficulty estimates, p-values, and point biserials for every item; (b) IRT item estimate parameters; (c) a summary of misfit or noncalibrating items along with explanation; (d) alpha reliability estimates for each test form; (e) differential item functioning (DIF) statistics; and (f) inter-rater agreement indices. IRT analyses of field test data will include Item Characteristic Curves (ICC) or all the parameters for each item. The Contractor is encouraged to propose additional analyses, based on their experience and emerging statistical theory. NOTE: All test design activities should be conducted according to the most recently published version of the Standards for Educational and Psychological Testing (AERA, APA, NCME).

The contractor shall be responsible for designing, writing, and producing technical reports (including a public/non-secure and a secure version approved by the ADE) and to provide documentation of all technical work associated with any field testing. The content of the reports shall include detailed narrative

descriptions of content and bias reviews, item review and selection, validity and reliability of items, scaling, and item statistics. These reports should provide sufficient information to allow for an independent evaluation of the quality of the assessments. The ADE shall review each technical report before any final document is produced. The contractor should provide the technical reports to ADE in both hard copy and electronic formats. The hard copy reports should be professionally bound and labeled. In addition, a short summary of validity and reliability information about field-testing should be developed.

The contractor shall pay for any and all work required to ensure technical soundness (e.g., memorandum of acceptance) and meet requirements of NCLB including work by our Technical Advisory Committee members including preparation.

The contractor shall be responsible for establishing and documenting evidence of validity. Evidence of validity will include but not be limited to the following:

- evidence of the match among test blueprints, item specifications, and items;
- evidence that each item measures at least one content standard/benchmark ;
- evidence that test item formats measure the intended content;
- evidence of the interrelationship among standards;
- evidence that items were chosen based on test specifications;
- evidence that alternate forms cover the same content;
- evidence that documents coverage of higher-order thinking skills consistent with content standards.

The contractor shall be responsible for establishing and documenting methods to collect evidence of the reliability of test scores and scoring of hand-scorable items. Evidence of test score reliability will include, but not be limited to, inter-rater reliability, internal consistency of total scores, decision consistency, and generalizability estimates of standard errors. The contractor should provide a plan for demonstrating the reliability evidence mentioned above.

III. Test Administration and Administrative Support

The ADE seeks innovative and technological solutions that will permit the administration, scoring, and reporting processes to be as efficient as possible, and to result in shorter turn-around time between testing and reporting. The ADE will provide final approval of all innovative and technological solutions.

All ancillary-testing materials will be developed in consultation with and for approval by ADE. Ancillary materials must facilitate a smooth test administration.

The contractor shall devise a way to account for all enrolled students, such as creation of a not-tested form, use of an actual answer document with special coding or other practical solutions to be approved by the ADE. The result must be the production of a data file containing all students who were assessed, their demographic data and test results. The

result must also contain all students who were not tested and their demographic data, including an indication of why each student who was not tested did not participate.

The contractor shall provide shipping to and from districts of all material necessary in this RFP for conducting the assessment. This includes using a nationally respected carrier service approved by ADE. No box shall weigh more than 50 pounds.

All test booklets, answer documents, security forms, etc, should be stored for at least three years and not destroyed without written permission from ADE. The contractor is responsible for ensuring security of all test related content including but not limited to test items, test booklets, student answer documents, testing data, and statistical analyses. The contractor shall provide a plan for ensuring security and data recovery in the event of a disaster.

The contractor shall provide a detailed plan for scoring, which includes but is not limited to, training, qualifying, scoring procedures, and recalibration for scoring drift. The ADE will give final approval of all scoring sites and the distribution of subject/grade level scoring across those sites.

IV. Standard Setting

- Federal requirements mandate alignment between academic standards and student achievement standards. The standard-setting process is to establish student achievement standards within subject areas for each appropriate grade level, using fully operational tests. This process will be completed in time to comply with federal and state reporting requirements. Modifications may be made periodically during this contract to maintain compliance with state and federal requirements. The standards will be used to generate measures of AYP. Arkansas determines four levels of student achievement: Advanced, Proficient, Basic, Below Basic. The process employed must meet ADE approval.
- The contractor must conduct and pay all expenses for the standard setting meetings to be held in Arkansas using Arkansas educators. The meetings will be held to determine the state performance standards based on the performance level-descriptors and attendees will be reimbursed for travel expenses at ADE rates.
- The standards will be set according to state and federal requirements using data generated from the assessments.
- The Technical Advisory Committee (TAC) will advise and review the standard-setting process. ADE will assist in facilitating the standard-setting meetings. The contractor will provide statistical standard-setting data and specifications of the procedures to the TAC for review and approval. The contractor's plan for standard-setting will be approved by the TAC, and the process will be observed by a representative from the TAC who will provide a written report for ADE on the

standard-setting process. The contractor will pay for all TAC expenses incurred for standard-setting. Additionally, the contractor will provide a comprehensive written report to ADE containing the processes, procedures, results and recommendations of the standard setting.

V. Performance Standards

The contractor will develop and produce Augmented Norm-Referenced Exams for literacy and mathematics in Grades K-9 and for science in Grades 5 and 7. The contractor will distribute non-secure testing materials to the superintendent no sooner than two weeks prior to the date of administration and secure testing materials no sooner than one week prior to the date of administration, resulting in four (4) shipments to approximately 265 school districts and charter schools. The contractor will score all of these examinations, advise ADE in technical and psychometric issues, and conduct statistical analyses of assessment data. The contractor will utilize the vertical scale model currently used in reporting for math and literacy in order to report student achievement over time. The contractor will provide technical support to ADE and will provide professional development opportunities with associated materials for districts in each content area and grade level tested on topics, including but not limited to, item construction, hand scoring, test data interpretations, and/or other areas deemed necessary by ADE designed to support effective use of test results. ADE and school districts must receive score reports no later than May 31 of each contract year. The contractor must meet these and all additional timelines approved after the negotiation process.

APPENDIX B

Forms

NOTE:

The attached forms are the F1 and F2 disclosure forms as referenced in Section 40.9 of this RFP. These two forms comprise Appendix B.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #: --- ---	OR ---	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TAXPAYER ID NAME:		IS THIS FOR:	
		<input type="checkbox"/> Goods?	<input type="checkbox"/> Services? <input type="checkbox"/> Both?
YOUR LAST NAME:		FIRST NAME:	
M.I.:			
ADDRESS:			
CITY: ---	COUNTRY:	STATE:	ZIP CODE:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

For Individuals *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

For an Entity (Business) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor’s Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor’s Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact
Person _____ Title _____ Phone No. _____

Agency use only
Agency Agency Agency Contact
Contract
Number _____ Name _____ Contact Person _____ Phone No. _____
or Grant No. _____

APPENDIX C

Test Related Documents

CRT TESTING BLUEPRINT

Mathematics – Grades 3-8						
Strand	MC		CR		Total	
	N Items	Points	N Items	Points	N Items	Points
Numbers and Operations	9	9	1	8	10	17
Algebra	9	9	1	8	10	17
Geometry	8	8	1	8	9	16
Measurement	7	7	1	8	8	15
Data Analysis	7	7	1	8	8	15
Total	40	40	5	40	45	80

Literacy – Grades 3-8						
Strand	MC		CR		Total	
	N Items	Points	N Items	Points	N Items	Points
Reading: Literary Passage	8	8	1	8	9	16
Reading: Content Passage	8	8	1	8	9	16
Reading: Practical Passage	8	8	1	8	9	16
Writing: MC	8	8	0	0	8	8
Writing: Content*	0	0	2	8	2	8
Writing: Style*	0	0	2	8	2	8
Writing: Sentence Formation*	0	0	2	8	2	8
Writing: Usage*	0	0	2	8	2	8
Writing: Mechanics*	0	0	2	8	2	8
Total	32	32	13	64	45	96

*Two Writing Prompts are each scored in these five domains.

Science - Grade 5						
Strand	MC		CR		Total	
	N Items	Points	N Items	Points	N Items	Points
Nature of Science	5	5	1	8	6	13
Life Science	11	11	2	16	13	27
Physical Science	12	12	1	8	13	20
Earth and Space Science	12	12	1	8	13	20
Total	40	40	5	40	45	80

Science - Grade 7						
Strand	MC		CR		Total	
	N Items	Points	N Items	Points	N Items	Points
Nature of Science	5	5	1	8	6	13
Life Science	11	11	1	8	12	19
Physical Science	12	12	2	16	14	28
Earth and Space Science	12	12	1	8	13	20
Total	40	40	5	40	45	80

Required Reports

Reports For ADE
Including but not limited to

State- and Region- level Reports:

NOTE: All reports listed below shall be on a CD for ADE. Paper copies are to be provided where noted.

- State Summary Report (paper)
- Region Summary Report for each region (paper)
- State Item- by Item Selections of Correct Answers Report (paper)
- CD-Rom and File Description of all testing data
- Report Interpretation Guide – 50 bound copies in paper form
- Released Item Booklets – 50 bound copies in paper form
- Teacher Handbooks – 50 bound copies in paper form
- Student Data files
- Press disk (excel spreadsheet with state, district, and school level test data including total number of students)
- Students Not Tested File

Reports For Districts
Including but not limited to

District-level Reports

- Individual Students Reports for each student tested – a School Copy and a Student (Home) Copy
(**Note:** The student report copy for Home cannot show the Student ID number.)

CD-Rom with the following reports:

- Class Roster Report(s) listing students tested by class/group
- School Roster Report (s) listing students tested in each school
- School Profile
- District Profile
- School Summary Report (s) – with summary data provided for the following student
- Populations:
 - Combined Population Highly Mobile Students
 - General Population Gifted and Talented Students
 - IEP Students Free and/or Reduced Lunch Students
 - LEP Students
- District Summary Report – Populations as listed above for the School Summary Report
- School Item- by Item Selections of Correct Answers Reports
- District Item- by Item Selections of Correct Answers Reports

Paper copies of the following:

- Report Interpretation Guide containing information pertaining to all grades tested – two
- Copies per grade tested in a school and two copies for the district
- Released Item Booklets for each grade tested – two copies for each grade tested in a School and two copies of each for the district
- Teacher Handbooks for each grade tested – two copies for each grade tested in a school and two copies of each for the district
- Labels for transcripts

SECTION 50: GENERAL TERMS AND CONDITIONS

50.1 LEGAL CONSIDERATIONS

The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the State regarding this request for proposals or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be in Pulaski County, Arkansas.

50.2 ETHICAL STANDARDS LAW

The following sections of this request for proposals reference sections within the "Arkansas Ethics in Public Contracting Laws" found in Arkansas Code Ann., Sections 19-11-701 et seq. Definitions used in this law can be found in Section 19-11-701 of the statutes.

50.3 CONFLICT OF INTEREST

No official or employee of the Arkansas Department of Education and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee's knowledge:

1. The employee or any member of the employee's immediate family has a financial interest;
2. A business or organization has a financial interest in which business or organization the employee, or any member of the employee's immediate family has a financial interest; or
 - Any other person, business, or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other capacity.
3. Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the State of Finance and Administration.

50.4 WARRANTY AGAINST BROKER'S FEE

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

50.5 OFFER OF GRATUITIES OR KICKBACKS

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of subcontract or order.

Any contract arising from this procurement may be terminated by the State 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 Contractor, his agent, or employee.

50.6 EMPLOYMENT OF STATE PERSONNEL

Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting with the State agency by which the employee is employed.

A. Restrictions on Former Employees in Matters Connected with Their Former Duties.

Permanent Disqualification of Former Employee Personally Involved in a Particular Matter. It shall be a breach of ethical standards for any former employee knowingly to act as a principal or as an agent for any one other than the State in connection with any:

1. Judicial or other proceeding, application, request for a ruling, or other determination;
2. Contract;
3. Claim; or
4. Charge or controversy in which the employee participating personally and substantially through decision, approval,

disapproval, recommendation, rendering of service, investigation, or otherwise while an employee, where the State is a party or has a direct and substantial interest.

B. One (1) Year Representation Restriction Regarding Matters for Which a Former Employee was Officially Responsible. It shall be a breach of ethical standards for any former employee, within one (1) year after cessation of the former employee's official responsibility in connection with any:

1. Judicial or other proceeding, application, request for a ruling, or other determination;
2. Contract;
3. Claim; or
4. Charge or controversy, to knowingly act as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.

C. Disqualification of Partners

1. When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:

- a. Judicial or other proceeding, application, request for a ruling, or other determination;
- b. Contract;
- c. Claim; or
- d. Charge or controversy in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the State is a party or has a direct and substantial interest.

2. When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where such former employee is barred under Subsection (B) of this Section.

D. Selling to State After Termination of Employment is Prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee's last annual salary did not exceed ten thousand five hundred dollars (\$10,500), to engage in selling or attempting to sell commodities or services to the State for one (1) year following the date employment ceased. The term "sell" as used herein means signing a bid, proposal, or contract; negotiating a contract; contacting any employee for the purpose of obtaining,

negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.

50.7 TERMINATION OF CONTRACT

The contract resulting from this request for proposals shall be subject to the following termination provisions.

TERMINATION OF BIENNIAL CROSSOVER OF FUNDS

Pursuant to Ark. Code § 19-11-238 ADE shall terminate any Contract resulting from this RFP at the end of any biennial period when funds have not been appropriated or are otherwise unavailable to continue the contract in the following biennial period. Arkansas State Department of Education shall provide the Contractor written notice that the contract shall terminate in ninety (90) calendar days or at the beginning of the next biennial period, whichever comes first. The agency shall notify the Contractor and ADE immediately, in writing, in the event that the governing body responsible for such appropriations fails to make the necessary appropriation(s). ADE may cancel or curtail this Contract to the extent funds are no longer legally available for expenditures under this contract. The State shall honor outstanding commitments made and approved prior to the termination of the Contract and for services rendered including fees or obligations agreed to before the termination of the Contract. If the Contractor has provided services and there are no longer funds procedurally or legally available to pay for the services, the Contractor may file a claim with the Arkansas Claims Commission.

TERMINATION FOR DEFAULT

The State may terminate this contract in whole, or in part, when the Arkansas Department of Education determines that the contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the State, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default".

The State shall have an option to terminate this agreement if the Contractor fails to give satisfactory service, and the State shall be sole judge of service.

In the event of such termination, the State may contract for completion of services provided herein with the next higher bidder and contractor named herein shall be liable for payment to owner of any additional costs.

In the event of termination for default, in full or in part as provided by this clause, the State may procure, upon such terms and in such manner as the State may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the State for any excess costs for such similar supplies or services. In addition, the contractor shall be liable to the State for administrative costs incurred by the State in procuring such similar supplies or services.

In the event of termination for default, the contractor shall be paid for those deliverables that the contractor has delivered to the State. Payments for completed deliverables delivered to and approved by the State shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the State shall be an amount determined by the State.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the state without cause. However, the state may agree to continue to contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period.

Any services or products on contract accepted by the state must be paid for but does not obligate the state to continue the contract beyond the end of a biennial period.

50.8 PROCEDURE ON TERMINATION

Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:

- * Stop work under the contract on the date and to the extent specified in the Notice of Termination
- * Place no further orders or subcontracts for materials or services
- * Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination

- * Assign to the State in the manner and to the extent directed by the Contract Administrator all of the 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
- * With the approval or ratification of the Contract Administrator, 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 part, in accordance with the provisions of the contract.
- * Transfer title to the State (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination.
- * Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- * Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the contractor and in which the State has or may acquire an interest.
- * The contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

TERMINATION CLAIMS

After receipt of a Notice of Termination, the contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The contractor and the State may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the contractor and the State to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the State shall determine on the basis of information available the amount, if any, due to the contractor by reason of termination and shall pay to the contractor the amount so determined.

The contractor shall have the right of appeal, as stated under Disputes, from any such determination made by the Contract Administrator.

50.9 SERVICES TO BE PROVIDED

All services to be performed and materials to be produced under the contract shall be accomplished in consultation with, and under the direction of ADE. All procedures developed and products provided under the contract shall be subject to final approval by ADE. All records, data and products pertaining to the contract shall remain the property of ADE.

50.10 CONTRACTOR

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the State. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the Arkansas Department of Education.

50.11 FORCE MAJEURE

The contractor will not be liable for any excess cost to the State if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

50.12 DISPUTES

Any dispute concerning performance of the contract shall be decided by the contract administrator, who shall reduce the decision to writing and serve a copy on the contractor. The decision by the contract administrator will be final subject to the contractor's right to administrative review pursuant to Arkansas Code Annotated, Section 19-11-246. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the decision/direction issued by the contract administrator.

50.13 CONFIDENTIALITY OF INFORMATION

The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the

contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

50.14 PUBLIC DISCLOSURE

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., Sections 25-19-101 et seq. The use or disclosure of information concerning recipients will be limited to purposes directly connected with the administration of the contract.

50.15 INSPECTION OF WORK PERFORMED

The State of Arkansas, the ADE, or their authorized representatives shall, at all reasonable times, have the right to enter into contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed. The contractor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

50.16 SUBCONTRACTS

The contractor is fully responsible for all work performed under the contract.

The contractor may, with the consent of the ADE, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontracts must be approved in writing by the Contract Administrator prior to the effective date of any subcontract.

No subcontract which the contractor entered into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.

The contractor shall give the Contract Administrator immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

50.17 INDEMNIFICATION

The contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees, and the ADE from:

- Any claims or losses resulting from services rendered by any subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the contractors, its officers, employees, or subcontractors in the performance of the contract.
- Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.
- Any failure of the contractor, its officers, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

50.18 ASSIGNMENT

The contractor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the Contract Administrator.

50.19 WAIVER

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

50.20 STATE PROPERTY

The contractor shall be responsible for the proper custody and care of any State owned property furnished for contractor's use in connection with the performance of this contract and the contractor will reimburse the State for its loss or damage, normal wear and tear expected.

50.21 CONTRACT VARIATIONS

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State and the contractor shall be relieved of all obligations arising under such provision; if the

remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

50.22 ATTORNEY'S FEES

In the event that either deems it necessary to take legal action to enforce any provision of the contract, in the event the State prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

50.23 LIABILITY

In the event of non-performance of contractual obligation by the contractor or his agents which results in the determination by Federal authorities of non-compliance with Federal regulations and standards, the contractor will be liable to the State in full for all penalties, sanctions and disallowances assessed against the State.

50.24 RECORDS RETENTION

In accordance with Federal regulation, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

50.25 CONDITIONS OF CONTRACT

The successful bidder shall at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder and surety shall indemnify and save harmless the ADE, the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any

extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

50.26 ACCESS TO CONTRACTOR'S RECORDS

In accordance with Federal regulation governing contracts in excess of \$10,000, the contractor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the contractor that are directly pertinent to any services performed under the contract.

The contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

50.27 EMPLOYMENT PRACTICES

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The contractor must take affirmative action to insure that employees, as well as applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law) marital status, political affiliation, or handicap. Such action shall include but not be limited to the following:

* Employment * Promotion * Demotion or transfer * Recruitment or recruitment advertising * Layoff or termination * Rates of pay or other forms of compensation and * Selection or training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Clause.

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to a bona fide occupational qualification.

The contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The contractor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The contractor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations.

The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations there under, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

SECTION 60: PROCUREMENT

60.1 RULES OF PROCUREMENT

To facilitate the procurement of requests for proposal, various rules have been established. They are described in the following paragraphs.

60.2 POINT OF CONTACT

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful respondent. **FAILURE TO ADHERE WITH THIS REQUIREMENT MAY RESULT IN PROPOSAL DISQUALIFICATION.** Respondents wishing to submit questions and requests for clarification should email or fax all such correspondence to the Issuing Officer, as outlined in the Anticipated Timetable, Section 10.3.

60.3 WRITTEN QUESTIONS CONCERNING THE REQUEST FOR PROPOSALS

If additional information is necessary to enable bidders to better interpret the information contained in the RFP, contractors must contact the Issuing Dr. Gayle Potter in writing. All questions must be marked "Questions" and the proposal number indicated on the e-mail or fax transmission. The questions received by 4:00 pm, October 21, 2009 will be answered.

60.4 REQUEST FOR PROPOSALS AMENDMENTS

The State reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be posted on the ADE website. It shall be the bidder's responsibility to obtain all associated postings from the ADE website and resubmit the postings with the bidder's proposal.

60.5 COST OF PREPARING PROPOSALS

Costs for preparing the proposals are solely the responsibility of the respondents. The State will provide no reimbursements for such costs. Any costs associated with any oral presentations to the State will be the responsibility of the respondent and may not be billed to the State.

60.6 DISPOSITION OF PROPOSALS

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Freedom of Information Act. If the proposal includes material that is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a

matter of public record. The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

60.7 PROPOSAL AMENDMENTS AND RULES OF WITHDRAWAL

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the State, signed by the respondent. Unless requested by the State, no amendments, revisions or alterations to the request for proposals will be accepted after the proposal due date.

MODIFICATION OR WITHDRAWAL OF OFFERS

This RFP may be modified or withdrawn in writing prior to the exact hour and date specified for receipt of proposals. The proposal may also be withdrawn in person by the respondent's authorized representative, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the ADE after the exact hour and date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be issued by the ADE to the ADE website. If such addenda issuance is necessary, the ADE reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

60.8 ACCEPTANCE OF PROPOSALS

The State reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the State.

Where the State may waive minor irregularities, such waiver shall in no way modify the request for proposals requirements or excuse the respondent from full compliance with the request for proposals specifications and other contract requirements if the respondent is awarded the contract.

60.9 CONTRACT NEGOTIATIONS

After recommendation of a selected Contractor(s) by appropriate officials of the State, contract negotiations may commence. The contract will be based on the required clauses in the RFP, clauses by the Contractor that are acceptable to the State and additionally, on any clauses agreed upon by all parties to be incorporated into the contract. Contractor(s) selected to participate in negotiation will be given an opportunity to submit a best and final offer to the committee. Prior to a specified cut-off time for best and final offers, contractor may submit revisions to their professional

and business, and cost proposals. Meeting before the committee is not subject to the Arkansas Freedom of Information Act. All information received prior to the cut-off time will be considered part of the Contractor's best and final offer.

If at any time contract negotiations are judged ineffective by the State Procurement Director or designee, negotiators will cease all activities with the Contractor and begin contract negotiations with the next highest ranked Contractor or Contractor the Director determines to be in the State's best interest. This process may continue until both the Contractor and the State of Arkansas (Arkansas Department of Education) execute a completed contract or ADE determines that no acceptable alternative proposal exists.

60.10 EVALUATION OF PROPOSALS

Proposals will be evaluated in two (2) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. Any proposal that is incomplete may be rejected by the State. However the State may waive minor irregularities. This phase is to be completed by the Arkansas Department of Education Issuing Officer.

The second phase will be based on the evaluation of the Professional Services proposals by an impartial committee appointed by ADE. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals.

The contract will be awarded to the highest cumulative point total, combining all sections for scoring, subject to final negotiations.

60.11 PROTEST OF AWARD

Within fourteen (14) days after the date that the Contractor knew or should have known of the cause giving rise to protest, the prospective Contractor must file a formal written notice of that protest with the Commissioner of the Arkansas Department of Education. Failure to do so shall constitute a waiver of any rights to administrative decision under Arkansas code Annotated Section 19-11-244. Further details on protesting awards may be obtained by contacting the Issuing Officer.

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Arkansas Department of Education on this form, with attachments when appropriate, on or before the date and time specified. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the services of the Contractor will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the proposal due date.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the proposal is submitted except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contracts:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency.
13. **FIRM CONTRACTS:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
14. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.

15. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Arkansas Department of Education has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the contractor.
16. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Arkansas Department of Education. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
17. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
18. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Arkansas Department of Education to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Arkansas Department of Education and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
19. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
20. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
21. **STATE PROPERTY:** Any specifications, drawings, professional information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being

returned.

22. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
23. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.
24. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
25. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
26. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or contractor.
27. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
28. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this

invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

29. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

