

State of Nebraska

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
Department of Education
P.O. Box 94987
Lincoln, NE 68509-4987

Phone: (402) 471-6469
Fax: (402) 471-4311

SOLICITATION NUMBER	RELEASE DATE
RFP NDE.GA.ASMT.2016	December 21, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
February 1, 2017 3:00 p.m. Central Time	Dr. Valorie Foy

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Department of Education, is issuing this Request for Proposal, RFP Number RFP NDE.GA.ASMT.2016 for the purpose of selecting a qualified Contractor to provide and operate a computerized information system to support the administration, record keeping and reporting for state student assessment.

Written questions are due no later than January 10, 2017 and should be submitted via e-mail to valorie.foy@nebraska.gov. Email is to be titled: "RFP NDE Questions"

Bidder should submit one (1) original, ten (10) copies of the entire proposal, and one (1) electronic copy on a USB flash drive to be included in the shipment of hard copies. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in the Department of Education by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://www.education.ne.gov/Assessment/> and <http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the Contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the Contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies that bidder maintains a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something added or deleted.

ADVISER: Advanced Data Views Informing Students Educational Response (ADVISER) is the new data system built on the Ed Fi® standard and using royalty free, open source technologies in collecting, storing and using data for educational purposes.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, excepting public holidays.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with “Work Day”.

Collusion: A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

Competition: The process by which two or more Contractors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Confidential Information: Unless otherwise defined below, “Confidential Information” shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the Contractors’ total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under “Conversion” as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator’s interest(s) therein.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Ed Fi®: A data standard enabling interoperability among secure education data systems designed to improve student achievement and teacher involvement.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

F.O.B. Destination: Free on Board. The delivery charges have been included in the quoted price and prepaid by the Contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Installation Date: The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under this contract.

May: Denotes discretion.

Mandatory: Required, compulsory or obligatory.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory

NSSRS: Nebraska Student and Staff Record System. The original name of the longitudinal data system that is scheduled for deprecation following the 2017-18 school year. The system will be replaced with something known as ADVISER.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with “Release Date”.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State’s Licensed Software on the State’s CPU’s, programming, and/or executing the State’s programs and Licensed Software on the Contractor’s CPU’s or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Performance Bond: A bond given by a surety on behalf of the Contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the Contractor to the State.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any “Critical Program Error.”

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under this contract for use by the State.

Project: The total of all software, documentation, and services to be provided by the Contractor under this contract.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a Contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Responsible Bidder: A bidder who has the capability in all respects to perform fully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms in all respects to the solicitation document.

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the Contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the Contractor, including the documentation and User's Manuals described herein.

System: Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning as an entity.

Termination: Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Contractor: An actual or potential Contractor; a Contractor

Will: Denotes the imperative, required, compulsory or obligatory.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Education, is issuing this Request for Proposal, RFP Number **RFP NDE.GA.ASMT.2016** for the purpose of selecting a qualified Contractor to provide and operate a computerized information system to support the administration, record keeping and reporting for state student assessment.

A contract resulting from this Request for Proposal will be issued for a period of one (1) year effective July 1, 2017 through June 30, 2018, with the potential that it might be renewed annually for up to four (4) additional years thereafter upon the execution of a new annual contract by the parties each year. The Department may, or may not, choose to engage in future contracting for such additional years of activities or services with the Contractor selected pursuant to this RFP or with other Contractors, and there are no guarantees or promises that the Contractor selected pursuant to this RFP will be awarded any contracts in the future for such potential additional years of activities or services.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET at the Website addresses as follow: <http://www.education.ne.gov/> and <http://www.das.state.ne.us/materiel/purchasing/>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	December 21, 2016
2.	Last day to submit written questions	January 10, 2017
3.	State responds to written questions posted to the Internet at http://www.education.ne.gov/Assessment/RFP.htm and/or http://www.das.state.ne.us/materiel/purchasing/rfp.htm	January 12, 2017
4.	Last day to submit "Letter of Intent To Bid"	January 13, 2017
5.	PROPOSALS DUE – late proposals will not be accepted and will be returned unopened to Bidder.	February 1, 2017 2:59 p.m. Central Time
6.	Proposal opening Location: Department of Education 301 Centennial Mall South Lincoln, NE 68509	February 1, 2017 3:00 p.m. Central Time
7.	Evaluation period	February 1-28, 2017
8.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	February 27, 2017
9.	Post "Letter of Intent to Contract" to Internet at: http://www.education.ne.gov/Assessment/RFP.htm and/or http://www.das.state.ne.us/materiel/purchasing/rfp.htm	March 3, 2017 or when State Board approves
10.	Contract finalization period	April 2017
11.	Contract award	May, 2017
12.	Contractor start date	July 1, 2017

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Nebraska Department of Education. The point of contact for the procurement is as follows:

Name: Dr. Valorie Foy
Agency: Nebraska Department of Education
Address: P. O. Box 94987
Lincoln, NE 68509-4987

Telephone: 402.471.2495
Facsimile: 402.471.4311
E-Mail: valorie.foy@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified Contractors who will be responsible for providing and operating a computerized information system to support the administration, record keeping and reporting for state student assessment at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is

signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. NOTIFICATION OF INTENT TO BID

Bidders should hand deliver, e-mail or have delivery by certified US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form C) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events. Email to be titled "Intent to Bid RFP"

It is preferred that Form C, Notification of Intent To Bid, be sent via e-mail to valorie.foy@nebraska.gov, but may be hand delivered, or sent certified delivery by US mail. Email to be titled "Intent to Bid RFP"

A list of Contractors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at Website address is as follows:

<http://www.education.ne.gov/> and
<http://www.das.state.ne.us/materiel/purchasing/>

on or after the date shown in the Schedule of Events.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska Department of Education and clearly titled "RFP NDE Questions" Questions must be sent via e-mail to valorie.foy@nebraska.gov.

Written answers will be provided through an addendum to be posted on the Internet at:
<http://www.education.ne.gov/> and <http://www.das.state.ne.us/materiel/purchasing/>

F. PRE-PROPOSAL CONFERENCE

Not applicable.

G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

H. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and ten (10) copies of the entire proposal should be submitted, along with one (1) electronic copy on a USB flash drive to be included in the shipment of hard copies. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted

as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2495 should be used. The request for proposal number must be included in all correspondence.

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked "PROPRIETARY" on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be

consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

I. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Contractors may also contact the State to schedule an appointment for viewing proposals after the opening date.

J. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

K. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

L. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. The Executive Summary:
 - a. Understanding the State's needs.
 - b. Clear overview of proposed services.
 - c. Understanding of the nature and scope of the work involved.
2. Corporate Overview shall include but is not limited to:

- a. The ability, capacity and skill of the bidder to deliver and implement the system that meets the requirements of this Request for Proposal.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - c. The competency of the professional personnel who will be assigned by the Contractor to provide services during the contract. Qualifications of professional personnel will be evaluated by education and relevant experience.
- 3. Technical Approach:
 - a. Sufficient specificity for the Scope of Work to demonstrate understanding of the requirements and tasks involved.
 - b. Detailed capacity to reasonably meet all requirements within proposed timelines.
 - c. Understanding of the psychometrics of developing and implementing state assessments.
 - d. Efficient communication, management and operation of the system.
 - e. Demonstrates coordination and integration of all of the components of the assessment system.
- 4. Cost Proposal:
 - a. Costs are clear and sufficiently detailed.
 - b. Costs are reasonable and justified.
 - c. Proposal provides maximum value for least cost.
 - d. Costs are provided for enhancements or optional activities.
- 5. Overall
 - a. Proposal clearly indicates that bidder has the capacity can meet the requirements within the specified time frame.
 - b. Successful experience providing similar services at a similar scale.
 - c. Evidence of existing customer satisfaction.
 - d. Evidence of responsiveness to state and district needs.
 - e. Overall quality of proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Internet at:

<http://www.education.ne.gov/Assessment/RFP.htm> and/or

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>.

Evaluation criteria will not be released prior to the proposal opening.

M. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of evaluators with the appropriate expertise to conduct

such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

N. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. The signed Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal (submitted separately from other items).

O. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident Contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be

required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

Q. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the Bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

Accept
& Initial

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the Contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the Contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept
& Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.education.ne.gov/Assessment/RFP.htm>
and/or <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:

<http://www.education.ne.gov/Assessment/RFP.htm>
and/or

<http://www.das.state.ne.us/materiel/purchasing/agency-services-procurement-manual/ProtestGrievanceProcedureForServices.doc>

Any protests must be filed by a Contractor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept
& Initial

The Contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept
& Initial

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept
& Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept
& Initial

The Contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If Contractor will be utilizing any subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This

policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single
limit	

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance

\$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The Contractor shall furnish the State, prior to the opening date and time specified in the RFP, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the Nebraska Department of Education, PO Box 94987, 301 Centennial Mall South, 6th Floor, Lincoln, NE 68509-4987. These certificates or the cover sheet shall reference the Contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

Accept
& Initial

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

Accept
& Initial

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including

without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept
& Initial

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept
& Initial

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and

5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept
& Initial

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept
& Initial

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

Accept
& Initial

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

Accept
& Initial

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

Accept
& Initial

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

Accept
& Initial

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

Accept
& Initial

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept
& Initial

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

Accept
& Initial

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

Accept
& Initial

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

Accept
& Initial

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

Accept
& Initial

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

Accept
& Initial

The Contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

X. NOTIFICATION

Accept
& Initial

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

The contract may be terminated as follows:

Accept
& Initial

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "Contractor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not

Accept
& Initial

appropriated. The State will give the Contractor written notice thirty (30) days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

Accept
& Initial

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

Accept
& Initial

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PENALTY

Accept
& Initial

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. RETAINAGE

Accept
& Initial

The State will withhold 5 percent (%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within 45 calendar days of receipt

of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

EE. BID BOND

A Bid Bond is not required for this proposal.

FF. PERFORMANCE BOND

A Performance Bond is not required for this proposal.

GG. FORCE MAJEURE

Accept
& Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

HH. PROHIBITION AGAINST ADVANCE PAYMENT

Accept
& Initial

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

II. PAYMENT

Accept
& Initial

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services. §

JJ. INVOICES

Accept
& Initial

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice

in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

KK. AUDIT REQUIREMENTS

Accept
& Initial

All Contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the Contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The Contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

LL. TAXES

Accept
& Initial

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

MM. INSPECTION AND APPROVAL

Accept
& Initial

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

NN. CHANGES IN SCOPE/CHANGE ORDERS

Accept
& Initial

The State may, at any time with written notice to the Contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons

of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the Contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

OO. SEVERABILITY

Accept
& Initial

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

PP. CONFIDENTIALITY

Accept
& Initial

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

QQ. PROPRIETARY INFORMATION

Accept
& Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire

Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

RR. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

SS. PRICES

Accept
& Initial

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the Contractor has charged or

intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

TT. BEST AND FINAL OFFER

Accept
& Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

UU. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

Accept
& Initial

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall at the Contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding

taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept
& Initial

Contractor will review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties. It is not anticipated that the assessment system described in this proposal will involve online access to NDE by any persons other than the Contractor. If otherwise proposed, Nebraska's educators have access through the NDE Portal.

XX. ANTITRUST

Accept
& Initial

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

YY. DISASTER RECOVERY/BACK UP PLAN

Accept
& Initial

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

ZZ. TIME IS OF THE ESSENCE

Accept
& Initial

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

AAA. RECYCLING

Accept
& Initial

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

BBB. DRUG POLICY

Accept
& Initial

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

CCC. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept
& Initial

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

Project description and scope of work is provided in the introduction to the Technical Approach.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of “Project Description and Scope of Work” clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State’s comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. SIGNED “State of Nebraska Request For Proposal For Contractual Services” form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the “Request For Proposal For Contractual Services” form (front cover of this document), the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor’s Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal

meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded Contractor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no

such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:

- i. the time period of the project;
- ii. the scheduled and actual completion dates;
- iii. the Contractor's responsibilities;
- iv. for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
- v. each project description shall identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTOR REQUIREMENTS

NDE is allowing subcontracting to occur in the Statement of Work. NDE will allow subcontracting only under the following circumstances:

- All subcontractors must have primary offices and complete the work within the continental United States.
- NDE reserves the right to not accept any subcontractors identified in the submitted proposal if it so chooses.
- Bidder maintains ultimate responsibility for all deliverables and services provided under any contract resulting from this RFP.
- The subcontractor is subject to Nebraska data privacy and security requirements NDE will have the ability to review contracts and agreements with subcontractors to ensure these requirements are met.
- At NDE's discretion, NDE will be able to participate in all meetings between the bidder and its subcontractors related to work conducted under any contract resulting from this RFP. NDE will also have access to all communications between the bidder and its

subcontractors related to the work conducted under any contract resulting from this RFP.

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- name, address and telephone number of the subcontractor(s);
- specific tasks for each subcontractor(s);
- percentage of performance hours intended for each subcontract; and
- total percentage of subcontractor(s) performance hours.

4. TECHNICAL APPROACH

INTRODUCTION AND CONTEXT

PROJECT OVERVIEW

Nebraska Department of Education's Office of Assessment & Accountability is seeking a Contractor to provide English language arts (ELA), mathematics, and science summative assessments for general education and alternate education students to be administered operationally beginning in spring 2018. Test designs must align with Nebraska standards, provide information in addition to an overall score (e.g., sub-scores) in each content area to the degree possible within the purpose of the assessment, require a reasonable amount of testing time, can be delivered successfully to all schools and districts online, are valid and reliable, and are ready for administration no later than March 2018.

The summative assessments must be aligned with Nebraska's content standards in ELA, mathematics, and science and must meet all federal requirements for Peer Review under the Elementary and Secondary Education Act as reauthorized by the Every Student Succeeds Act (ESSA).

Grades to be assessed are:

- ELA and mathematics for grades 3-8
- Science for grades 5 and 8

Alternate assessments that are aligned to the Nebraska Extended Standards to be administered to students with the most significant cognitive disabilities must also be included for:

- ELA and mathematics for 3-8 and 11
- Science for grades 5, 8, and 11

Nebraska requires administration of a computer-based assessment, with allowance for paper/pencil for students with IEP or 504 plans or ELL status for the general education assessments. Alternate Assessments are currently offered paper/pencil; however, NDE is open to innovative approaches to assessing students with the most significant cognitive disabilities. The State intends to use the expertise and experience of the educators in the State to participate, to the maximum extent possible, in the maintenance and improvement of the statewide assessments.

Standards are updated every seven years:

- September 15, 2014 the Nebraska State Board of Education adopted Nebraska's College and Career Ready Standards for English Language Arts.
- On September 4, 2015, the Nebraska State Board of Education adopted Nebraska's College and Career Ready Standards for Mathematics.
- In 2010, the Nebraska State Board of Education adopted the Nebraska Science Standards.
- Nebraska's College and Career Ready Standards for Science are being developed with targeted completion scheduled for August/September 2017.

Standards available at: <https://www.education.ne.gov/AcademicStandards/index.html>

Nebraska's assessments must measure the depth and breadth of Nebraska's standards, demonstrating a balance of content emphasis and cognitive complexity through all depths of knowledge levels. If an off-the-shelf test is proposed, the potential Contractor must indicate commitment to an independent alignment study to be completed by using non-Contractor consultants or a non-Contractor organization, that includes evidence of the alignment of forms of the assessment in terms of distribution of content (i.e. knowledge and cognitive process) across the full range of the State's grade-level academic content area standards. If a custom or blended assessment is proposed for development, the assessment must be aligned to Nebraska's content area standards and the Contractor will be responsible for providing an independent alignment study and review in the first year of implementation. Nebraska does not intend at this time to assess the listening and speaking standards of ELA.

Assessment Literacy

NDE expects the Contractor to provide a plan for systematic and systemic professional development associated with assessment literacy that starts with the results of state testing and incorporates information and results from the interim system, but expands beyond those to include student-centered learning, strong local formative assessment practices, and support for districts in developing systematic approaches for the use of assessment to improve student learning. The professional development will support the notion of summative testing as it balances with local assessment systems to promote effective assessment habits and the knowledge that all assessments should measure learning, that different assessments have different uses, and that curriculum, instruction, and assessment are the trifold support of student learning as they all relate to assessment literacy. In responses to the Evidence-Based Analysis for the assessment tenet, an AQuESTT survey that was conducted in fall 2015, district leaders indicated a high need for support to schools/districts for systemic and systematic approaches to formative assessment and the desire for good professional development around assessment. NDE not only requires the Contractor to include an interim system in its proposal but also one that is coupled with strong professional development in order to engender assessment literacy and place the right emphasis/perspective on state summative tests.

Branding of State Test

The current logo/brand for the state testing program is:



NeSA was developed to represent “Nebraska State Accountability.” Nebraska now has a full accountability system, Accountability for a Quality Education, Today and Tomorrow (AQuESTT). NDE requests that, in responding to this RFP, the Contractor show **capacity and experience** in order to develop an assessment name that aligns with the vision of Assessment within AQuESTT, available at www.aquestt.com. Coordination with the NDE Communications office is required.

Statewide Assessment Design

NDE is looking for an innovative approach to assessment as it moves forward in assessing College and Career Ready standards in English language arts, mathematics, and science. Assessments may include multiple-choice items; however, NDE seeks assessments that include rigorous new item types, which are more effective in assessing higher order thinking skills and are more engaging to students. Technology-enhanced items must contribute to a significant portion of the assessment, unless an off-the-shelf product is being proposed that does not include technology-enhanced items. NDE is interested in inclusion of adaptive testing. While open-ended items may be included, the Contractor must include analysis of student time to administer and demonstration of ability to return assessment results to students, schools, and parents on a timely schedule. Timely return of results to students and parents is critical to the success of the bidder.

NDE is interested in working with a Contractor to develop options or make changes to the current statewide assessment system that will meet the desires of Nebraska stakeholders in response to options allowed under the ESSA. Assessments must meet the requirements of peer review under ESSA and include:

- measurement of higher order thinking skills,
- measurement of growth on a vertical scale, and/or
- adaptive items in order to measure growth in student learning more accurately.

For ELA and mathematics, a Contractor shall respond with information on a summative assessment for operational administration in spring 2018 that is:

- An off-the-shelf assessment (commercially available, published, or Contractor-owned),
or
- An assessment developed with items from other sources that is augmented or customized for Nebraska, or

- An assessment developed with items developed by Nebraska educators.

For science, a Contractor may use Nebraska's current science items and test blueprints to provide a summative science assessment in spring 2018 and 2019. If an off-the-shelf assessment is proposed, the Contractor must include commitment to alignment to the current Nebraska State Standards for Science. In subsequent years when College and Career Ready Standards for Science are adopted, NDE expects a new assessment design that is aligned to the future Nebraska College and Career Ready Standards for Science, meets the intent of the new generation of innovative science assessments, and can contribute to a system to measure three-dimensional science learning.

All aspects of the proposal are dependent upon the type of assessment being proposed: off-the-shelf, an augmented off-the-shelf, or an assessment created with items developed by Nebraska educators. For example, if an off-the-shelf assessment is being proposed, the proposal will not include delivery of reading passages to which Nebraska educators would write items for the ELA assessment.

NDE requires delivery of alternate statewide assessments in English Language Arts and mathematics for grades 3-8 & 11 and science for grades 5, 8, & 11. The proposal for alternate assessments must include all the same sections required for the general assessment.

With more innovative assessment item types, NDE expects timelier reporting of test results to schools and districts to better inform student learning.

The Contractor that provides the assessments to be administered statewide in Nebraska must also include standard setting when needed, evidence of alignment to Nebraska standards, and psychometric support of the assessments.

NDE is concerned about the accessibility of the statewide assessments to English Language Learners (ELL). To meet state and federal inclusion requirements, all assessments will be administered to students with different levels of English fluency – from students with limited fluency to those students transitioning from ELL supports to the regular classroom. The latest count of all ELL students in grades 3-8 is 8,815 and approximately 71% of the ELL students are Spanish speaking. All current statewide general assessments are provided in Spanish, with the exception of the ELA assessment, for which only directions are translated.

Student performance at the indicator level is reported to districts and, in aggregated format, to the public on the State of the School Report (SOSR), in past years at:

<https://www.education.ne.gov/documents/SOSR.html>

and currently on the Nebraska Education Profile at: <http://nep.education.ne.gov>

and in NDE Assessment technical reports at:

https://www.education.ne.gov/Assessment/NeSA_Technical_Reports.html

If items are to be developed by Nebraska educators in the Contractor's proposal, the Contractor will include maintenance of an item bank with the items developed and supplied by NDE for general and alternate assessments. The item bank is currently populated with items for English Language Arts, Mathematics, and Science.

Currently, the NeSA field tests items are embedded in the operational test on an ongoing basis for both the general and alternate assessments. The proposal must include the methodology of field-testing that shows field-testing of items is accomplished with a student group representative of Nebraska students.

An annual supply of ten (10) Reading passages per grade must be provided by the Contractor if Nebraska educators are to write items within the scope of the test design for ELA; NDE will select the passages to be used for field testing. A new Contractor must address the issue of converting current test items to their system from the current alternate and general NeSA item bank, if not proposing an off-the-shelf assessment.

The Contractor must provide, at the minimum, a practice test for each subject area in each tested grade for general education assessments and alternate assessments. The practice tests must be available online for general education with copies posted online for paper/pencil format. Practice tests for the alternate assessments are to be provided in the paper/pencil format and copies are posted online for districts to access. If proposing an online alternate assessment, online alternate practice tests must be provided. The proposal should provide a possible solution for practice tests for students with special needs, such as Braille and large print.

The Contractor is responsible for conducting all analyses necessary to report student, school, district, and state results from the assessment system and to ensure that tests meet the standards of technical quality. During each year of the contract, the Contractor will conduct analyses necessary to support test development for test items developed by the NDE, test construction, scoring, and standard-setting and validation activities. In addition, the Contractor will conduct secondary analyses related to security, data interpretation, policy formation, and administrative planning.

The assessment results are reported at multiple levels to the state, districts, and schools and Individual Student Reports (ISR) are provided to districts to distribute to parents/guardians.

The development of assessment systems in Nebraska has always included the participation of stakeholders and advisory groups. The Nebraska governor appoints a Technical Advisory Committee having three nationally recognized experts in assessment and measurements, one local administrator, and one teacher from Nebraska. This Technical Advisory Committee reviews the development of the state assessment system.

Assessment Delivery and Support

NDE expects the majority of tests to be delivered online and that the online system will operate without stress to students and adult school personnel. The technology delivery system must allow stops in testing for students such as those with Individual Education or 504 Plans or English Learner status to participate online, to provide shorter sessions over more time while still assuring the security of the test items. In addition, NDE expects human-voice-recorded text-to-speech available for accommodated students. If open-ended items are included, the system must also provide speech-to-text so that accommodated students may participate in online open-ended items without human scribes. In addition, the online system must track students' use of tools and accommodations so research can be conducted into the effectiveness of the use of tools and accommodations provided to students.

Paper/pencil assessments must be available for students who have documented needs for that mode. Currently, while almost 20% of students may be eligible for paper/pencil mode of state assessment, above 90% of students at all grades have participated online in the past four years.

NDE expects an intuitive Test Management system to accompany the test delivery. It must be fast, agile, and designed for effective use by educators. The system must make it easy for educators to add students to test sessions, to indicate accommodations, and to do uploads of multiple students. NDE expects the Contractor to have sought feedback from end-users during development of the system and on an on-going basis.

PROJECT ENVIRONMENT

Background

Nebraska has approximately 140,000 students in grades 3 through 8 in approximately 245 districts and five state operated schools. In this proposal, the term "district" encompasses both types of schools. The districts range in size from around 100 students in the smallest to the largest district of over 52,000 students. Nebraska is primarily a rural agricultural state with the majority of the population and students located in the metropolitan areas along the eastern edge of the State. Additional information about Nebraska's districts, schools, and students, including enrollment data by grade level, can be found on the State of the Schools Report (SOSR) on the Department's homepage at:

<https://www.education.ne.gov/documents/SOSR.html> through 2015-2016.

Grade	Years				
	2011-2012	2012-2013	2013-2014	2014-2015	Average
PK	12,915	13,831	14,457	15,253	14,114
K	23,704	22,095	24,025	23,951	23,444
1	22,951	23,331	21,980	23,892	23,039
2	23,100	22,836	23,249	22,112	22,824
3	22,428	23,057	22,911	23,394	22,948
4	22,279	22,583	23,097	22,921	22,720
5	21,948	22,370	22,644	23,277	22,560
6	21,737	21,998	22,441	22,790	22,242
7	21,238	21,890	22,228	22,707	22,016
8	21,101	21,433	22,084	22,372	21,748
9	21,902	21,754	22,021	22,722	22,100
10	21,914	21,648	21,860	22,270	21,923
11	21,415	21,344	21,533	21,742	21,509
12	22,189	23,072	22,868	22,878	22,752
Total	300,821	303,242	307,398	312,281	305,936

Grade	Student Counts 2014-2015 Test Year for Mathematics				
	ELL	SPED	Alternate	Braille	Large Print
3	2,310	3,697	256	1	10
4	1,726	3,681	289	0	13
5	1,210	3,667	334	2	9
6	774	3,393	339	3	8
7	696	3,135	329	3	12
8	586	2,925	339	1	13
11	388	2,353	319	1	7
Total	7690	22851	2205	11	72

Grade	Student Counts 2014-2015 Test Year for Reading				
	ELL	SPED	Alternate	Braille	Large Print
3	2199	3688	265	1	10
4	1,619	3,680	291	1	12
5	1,133	3,672	332	2	10
6	694	3,402	331	1	8
7	609	3,137	327	3	12
8	485	2,935	335	1	13
11	374	2,369	310	1	7
Total	7113	22883	2191	10	72

INCLUSIVENESS OF ASSESSMENTS

The NDE is committed to the principle that the statewide assessment must be accessible to all students. Therefore, the proposal must reflect an understanding of and commitment to this principle throughout the field-testing, test form construction, administration, and reporting processes. In particular, the proposal must address the principles of Universal Design as articulated in materials developed by the National Center for Educational Outcomes at the University of Minnesota (NCEO) and available at:

<http://www.cehd.umn.edu/NCEO/TopicAreas/UnivDesign/UnivDesignTopic.htm>

DATA

The 2007-08 school year was the initial year of implementation of an individual student and staff record system known as the Nebraska Student and Staff Record System (NSSRS at: <http://www.education.ne.gov/nssrs/>). Since 2006-07, each student has been assigned an NDE Student ID as a component of the NSSRS. It is the official source of all student and staff information for the NDE and warehouse for all longitudinal assessment data. It was used to create the State's report card which is found at:

<https://www.education.ne.gov/documents/SOSR.html>

Currently, NDE has transitioned to the Nebraska Education Profile for public reporting at:

<http://nep.education.ne.gov>

The NDE Student ID is used to link demographic data in the Nebraska Student and Staff Record System (NSSRS) with the assessment results. NDE will provide a complete set of demographic data for each student at the point-of-time for assessments to be used for reporting and analyses. The proposal must indicate that student test information will be linked by the Contractor to students' NSSRS numbers. The NSSRS is scheduled for deprecation at the end of the 2017-18 year and will be replaced by the Ed Fi® based ADVISER data system.

The system must provide a web-based secure access management system for data. Data, including classroom, school, and district reports, as well as individual student results and accompanying demographics, must be made available to districts and NDE to download.

TECHNOLOGY

Nebraska districts/schools have been completing multiple assessments online since 2009 in a secure testing environment. However, some students with IEPs, Section 504 plans, and English Language Learners require paper/pencil accommodations.

The Bidder will provide a secure online solution that is compatible with multiple operating systems to include: All information technology, including electronic information, software, systems, and equipment, developed or provided under this RFP must be accessible via Windows (PC), Apple (Mac), iPad, and Chromebook computer platforms.

Bidder will provide supported OS versions and web browser versions. Supported versions cannot be eliminated between the start of the school year and the test administration window. Bidder should include a process by which districts will be informed about plans to phase in or out specific hardware, software, and/or operating system support. The process should be updated multiple times a year and districts should have significant time to adjust to any change in support. Bidders proposing information technology solution for this RFP whose products are only accessible via only one computer platform (such as, ONLY Windows (PC) or ONLY Apple (Mac)) and/or only Internet Explorer web browser may be deemed non-responsive and/or non-compliant to the terms and conditions of this RFP.

NDE is committed to the use of technology to facilitate the efficiency and accessibility of the assessments. Throughout its response, Bidder will provide specific examples of how technology will be applied to support the assessment system including meeting the requirements of accessibility as defined by the Americans with Disabilities Act as amended in 2008.

All Nebraska schools are members of a statewide backbone called Network Nebraska. Bidder must provide engineering consultation with Network Nebraska network engineers to identify data bandwidth needs and security on the network in a timeframe adequate to address any need for traffic shaping for seamless testing environment.

QUALITY WORK

The quality of all work and materials produced by the Contractor is critical to the successful completion of the statewide assessments. Consequently, there is no single 'quality control' task included in the Technical Approach for this RFP. Throughout their response, the Contractor must provide evidence and descriptions of the methods and procedures they use to ensure the quality and security of their work.

Additionally, technical documentation is a critical requirement to verify the quality of work and provide evidence for the validity of the assessment system. In addition to the technical reports and publications specifically described in this RFP, the Contractor is expected to provide

appropriate technical documentation for tasks such as test construction, scoring, etc. on an ongoing basis.

If items, electronic copies, and/or hard copy materials are developed by Nebraska educators within the purview of this project, including test items not used on operational test forms, they are the sole property of the NDE and will not be copyrighted, resold, or reused by the Contractor.

Each of the following requirements of the Technical Approach must be addressed and in the order and as numbered below. Headings and subheadings indicate the components of the assessment system to be included. Contractors may also wish to propose alternative or additional tasks that they feel would improve the efficiency of the project and/or quality of the materials produced for the project. Each additional or optional task or activity should be identified and included as a separate item in the budget summary.

A. Project Management and Support

1. Management Team for All Assessments

- a.** Project Director – The Contractor will appoint a single project director who oversees the management of the project and serves as the primary point of contact with the NDE project director and management team. This person must be responsible for all activities required by the project and will have the authority to make decisions and commitments on behalf of the Contractor, subject to NDE approval.
- b.** Project Manager(s) – The Contractor will appoint one or more project managers who will serve as the primary point of contact with NDE.
- c.** Management Meetings – The Contractor will support regularly scheduled weekly management meetings, video conferences, or conference calls with the NDE project management team.
- d.** Management Reports – The Contractor will provide the following reports:
 - i.** Weekly written project status reports
 - ii.** Monthly Budget Update reports
 - iii.** Annual project plan and timelines
 - iv.** Minutes of all meetings and conference calls
- e.** On-Going Communication
 - i.** Communication between the Contractor and NDE personnel is essential. Telephone calls, telephone conference calls, emails, overnight courier service, facsimile correspondence, webinars, and other communication procedures will be at the Contractor's expense. Toll-free numbers will be provided by the Contractor for telephone communication including conference calls and webinars.

- ii. Contractor will make all written communication or summaries of communications with any subcontractor(s) identified in this proposal available to NDE at its request. In addition, NDE expects to be able to participate during all appropriate and applicable meetings and trainings between the Contractor and any subcontractor(s) identified in this proposal.
- f. Timeliness of Communication
 - i. Contractor's Program Manager will return calls from NDE staff and respond to email messages within no more than 24 hours, preferably within the same day. If the Program Manager is not available to take calls and return messages, NDE will be notified in advance. In the event that the Program Manager is not available, the Contractor will notify NDE as to whom to contact in his or her absence, and will provide contact information for such individual.
- g. Weekly Status Meetings
 - i. At a minimum, weekly phone calls between pertinent NDE staff and the Contractor's Program Manager and other key Contractor staff will be held between in-person project meetings to keep NDE current on project status, discuss issues as they arise, and to plan upcoming activities. NDE may determine and require more or fewer status updates over time. As the need arises, other periodic or on-going conference calls may be conducted. Contractor's Program Manager will prepare written documentation of each conference call. This is to be submitted to NDE within two business days of the conclusion of each meeting. Contractor will confirm its agreement to meet this requirement.
- h. Project Meetings
 - i. Periodic face-to-face meetings between NDE staff and representatives of the Contractor are essential. Those persons directly involved with this component of the project will be available for technical assistance and discussion at the project meetings at the expense of the Contractor for up to six (6) planning/work sessions through December 2017. These face-to-face meetings will be held in Lincoln, NE.
 - ii. NDE will be responsible for the costs for its staff to travel to the Contractor's location. The State will bear no cost for the time and travel of the Contractor or its personnel or subcontractors for attendance at any meeting.
 - iii. Planning for Project Meetings will be the responsibility of the Contractor. Contractor must work closely with NDE staff to prepare a preliminary agenda and schedule that will be sent to NDE for review and approval no less than seven days in advance of the Project Meeting.

- iv. Contractor's Project Manager will prepare written documentation of each project meeting. Meeting notes/documentation will be submitted to NDE within one week of the conclusion of each meeting. Contractor will confirm its agreement to meet this requirement.
- i. Kick-Off/Orientation Meeting

Within two weeks from execution of the Contract, the Contractor will be required to attend a 2-day kick-off/orientation meeting to discuss the content and procedures of the Contract. The meeting must be held in Lincoln, NE at a date and time mutually acceptable to the State and the Contractor but must be scheduled within two weeks of the contract start date. The State will bear no cost for the time and travel of the Contractor for attendance at the meeting. The preliminary agenda must be sent to NDE seven days prior to the meeting. At the same meeting the program kick-off will include program specifics, including deliverables, timelines, meeting and training schedules, program changes, and data and reporting processes, all subject to NDE approval.
- j. Annual Debrief Meeting

At the conclusion of the annual assessment cycle, the Contractor will be required to attend a program debrief meeting to discuss results, reports, and data trends from the previous year's assessment cycle. The meeting must be held in Lincoln, NE at a date and time mutually acceptable to the State and the Contractor. NDE will bear no cost for the time and travel of the Contractor for attendance at the meeting.
- k. Monthly Reports

Contractor will provide a monthly report that summarizes actions taken, issues that arose, issue resolution that occurred, outstanding issues and when they will be resolved, upcoming deadlines, work that will occur in the next month and beyond, and so forth. These reports will be sent monthly to NDE by the third business day of the following month.
- l. Quality Control and Sign-Offs

Reviews and signoffs for all deliverables will be documented and available to NDE upon request. The Contractor will document the steps, timeline, and staff involved in the quality control procedures for each phase and deliverable of the project. The Contractor will confirm its agreement to fulfill this requirement.
- m. Invoices
 - i. Contractor will submit invoices according to the procedures and requirements set forth by NDE. It is expected that the payment schedule for this contract will be monthly with one payment for the services performed and deliverables provided during each month. The proposed

contract will run from July 1, 2017 through June 30, 2018. Contractor will confirm its agreement to fulfill this requirement.

n. Project Control

- i.** Contractor must carry out this project under the direction and control of NDE. Within two weeks of the execution of the Contract, Contractor must submit the project plan to NDE's Assessment Office and Project Management Office for final approval. This project plan must be in agreement with must include the following:
 1. Contractor's project organizational structure.
 2. Contractor's staffing table with names and titles of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 3. The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each, including a Key Date timeline.
- ii.** Contractor must manage the project in accordance with recognized project management standards. Contractor must use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool must have the capability to produce:
 1. Staffing tables with names of personnel assigned to Contract tasks.
 2. Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 30 calendar days, updated weekly or biweekly as directed by the State).
- iii.** Updates must include actual time spent on each task and a revised estimate to complete. Graphs showing critical events, dependencies and decision points during the course of the Contract.
- iv.** Any tool(s) used by the Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

2. Psychometric Support for All Assessments

- a.** The Contractor shall provide for the direct involvement of a qualified psychometrician with sufficient time to ensure technical quality for general assessments of English Language Arts, Mathematics, and Science, and alternate assessments for English Language Arts, Mathematics, and Science, such as:

- i. Item and assessment formatting appropriate to both online and paper/pencil administration.
 - ii. Items and test forms for field testing and equating multiple forms including embedded items.
 - iii. Appropriate validity and reliability calculations.
 - iv. Appropriate cut-score processes as needed.
 - v. Alignment of items and test forms with a sufficient number of Nebraska State Standards to meet the requirements of USDE peer review.
 - vi. Inclusion of item statistics in the item banks for alternate and general assessments.
 - vii. Converting raw scores to scaled scores for reporting purposes.
 - viii. Technical and policy support for all assessments.
- b. The Contractor shall attend semi-annual one-day meetings of the NDE Technical Advisory Committee (TAC) as requested. The proposal budget may include costs for attendance at the meeting of up to three staff such as the project director, project lead psychometrician, and one additional staff member.
- c. The Contractor may attend selected meetings of the state assessment advisory group upon request up to two times per year. Costs should be included for the project director and psychometrician to attend two meetings a year.
- d. This proposal must address how the Contractor will meet the *Standards for Educational and Psychological Testing* (AERA, APA, & NCME, 2014).

3. Training for District Personnel

- a. The Contractor and NDE Staff will provide training in:
 - i. Fall workshops- the Contractor will provide fall workshops each year to provide an annual update to school district personnel.
 - ii. Enrollment for ordering tests.
 - iii. Interim System – by October or date agreed upon by NDE in year one; by end of August or earlier in subsequent years.
 - iv. Test Administration for general and alternate assessment in English Language Arts, Mathematics, and Science.
 - v. Reporting – one month prior to the release of results.
- b. With the exception of i. above, which requires in-person presentations, the above identified training can be provided through workshops or Web-Exes. Costs should be provided separately for workshops and for Web-Exes. In-person Workshop costs should include on-site registration, materials, and facility costs (average cost of \$500-\$1000 for a minimum of ten half-day workshops held across the state for at least 75 attendees for each of the four (above) required trainings. NDE will cover any other costs associated with on-site workshops.

4. Online Support

- a.** The Contractor will provide toll-free telephone support to schools throughout the school year for general and alternate assessments and for the interim system. The proposal should discuss options for staffing the support center, training support personnel, and duration of support during peak usage times, such as prior to and throughout the testing windows. The proposal must also discuss procedures for ensuring that efficient service is provided in the event of a breakdown in telephone service.
- b.** The Contractor will provide NDE with reports analyzing use of customer support services. At the discretion of NDE, weekly reports that track resolution of issues reported in customer service calls may be requested, especially if issues arise that cause dissatisfaction with the assessment and/or interim system.

5. Technology for All Assessments

a. Online Assessment Security

Proposals must include a detailed description of the methods that will be used to ensure the security of the online assessments.

b. District Capacity

The proposal must describe a procedure and timeline for evaluating district capacity for online assessments including local storing (cache) for large districts. The system proposed must assure that districts are able to meet the capacity demands of online testing at peak times.

c. Online Assessments

Online assessments should maximize the use of technology while facilitating ease of use by students of all levels. The proposal should describe appropriate testing tools such as:

- i.** Audio capacity with human-voice-recorded text-to-speech for appropriate accommodations and/or to provide directions/instructions.
- ii.** Speech-to-text capacity if open-ended items are included.
- iii.** Ability for the online system to provide hard stops for students who need extended testing time, without compromising the security of the test or burdening districts or NDE with manual reactivations.
- iv.** Font size, contrast, and coloration that is adaptable for students with special needs or age appropriateness.
- v.** Assessment items with reading passages should use a split screen so as to keep the passage visible while moving through the items.
- vi.** Acceptable range of screen resolutions.
- vii.** Need to scroll down or to the right is kept to a minimum.
- viii.** Capability to mark an item for rechecking before finishing the test.

- ix. Notification to students who attempt to exit the test if items are incomplete or marked for rechecking.
- x. A visual indication of the items answered.
- xi. Capability to reactivate a test, if needed, for incomplete tests.
- xii. In the possibility of an interruption in a testing session, the system should minimize loss of student responses.
- xiii. Online system that must track students' use of tools and accommodations so research can be conducted into the effectiveness of the use of tools and accommodations provided to students.

d. Online Student Training

The proposal should include a solution in each subject area to allow students to learn how to navigate the online assessment system and utilize accommodations and tools.

e. Test Management System

NDE expects an intuitive Test Management system to accompany the test delivery. It must be fast, agile, and designed for effective use by educators. The system must make it easy for educators to add students to test sessions, to indicate accommodations, and to do uploads of multiple students. NDE expects the Contractor to have sought feedback from end-users during development of the system and on an on-going basis.

The test management system must be accessible via all of the following web browsers:

- Safari
- Google Chrome
- Firefox
- Internet Explorer

The proposal should include description of the test management system and include the following criteria:

- i. Speed—the system should retrieve information quickly
- ii. Facile student look-up
- iii. Efficient filtering to retrieve data or to locate information
- iv. Easy method of determining who has tested and who has not
- v. Intuitive operation
- vi. Easy method of entering and deleting students from the system in batches and/or individually
- vii. Real-time reports of technology issues so districts can react quickly with methods of notifying school district personnel.
- viii. NDE is interested in a system that allows state or district users to login as another user for support purposes.

f. District Access to Assessment Information

- i. The system must have a secure access web-based system for district administrators and District Assessment Contacts (DAC) to verify information such as enrollment by grade/school, and to collect or confirm information provided by the state such as contact information of district personnel and grade configurations.
- ii. The system should have appropriate levels for viewing and changing information and must have appropriate security.
- iii. Changes made to information in the system should have a success pop-up notice and/or confirmation notices sent to the responsible party in the school/district and NDE.
- iv. The system must be accessible by the appropriate NDE staff. The proposal must describe how these requirements can be met.
- v. The interim system also requires a secure access web-based system which may be separate from the summative system because the interim system will be accessed by classroom teachers as well as administrators.

g. Data

All assessments, including the interim system, must use the NDE Student ID as the link for demographic data in the Nebraska Student and Staff Record System (NSSRS) and assessment results. The NSSRS is the current official source of all student and staff information for the NDE and maintains the longitudinal data on all students and all assessments. NDE will provide a complete set of demographic data for each student at the point-of-time of assessment. The proposal should describe the process and security measures used for data transfer to and from NSSRS. The proposal should describe a process that can be used to link online assessments to the appropriate student information via the NDE Student ID. The NSSRS is scheduled for deprecation at the end of the 2017-18 year and will be replaced by the Ed Fi® based ADVISER data system.

h. Software Updates/Maintenance

Any software updates and maintenance to the assessment software system should be kept to a minimum, preferably once a year, to ease the burden on districts. If possible, annual updates should occur in the summer before the school year starts. Software updates should always allow ample time for district technology staff to complete the work prior to the testing window and include time to verify the system is prepared for testing.

Updates that are unavoidable, should be able to occur automatically and without the necessity of an uninstall/reinstall process. NDE and Districts should receive as much advanced notice as possible for any software updates and the processes involved.

- i. The proposal is to include a link to an online video that demonstrates the test engine and test management system. If the video contains proprietary information, the start of the video should indicate so.

6. Accessibility and Design

- a. NDE is committed to the use of technology to facilitate the efficiency and accessibility of the assessments. Throughout its response, Bidder will provide specific examples of how technology will be applied to support the assessment system including meeting the requirements of accessibility as defined by the Americans with Disabilities Act as amended in 2008.
- b. The proposal must address the principles of Universal Design as articulated in materials developed by the National Center for Educational Outcomes at the University of Minnesota (NCEO) and available at:
<http://www.cehd.umn.edu/NCEO/TopicAreas/UnivDesign/UnivDesignTopic.htm>
- c. The online technology must track student use of accommodations/tools provided for students with IEPs, 504 plans, or for students who are English Language Learners.

B. Assessment Development

1. Tests for General and Alternate Assessments Statewide Assessment Design

- a. NDE is looking for an innovative approach to assessment as it moves forward in assessing College and Career Ready standards in ELA, mathematics, and science. Assessments may include multiple choice items; however, NDE seeks assessments that test standards at higher depth of knowledge and include rigorous new item types that are effective in assessing higher order thinking skills while also better at engaging students than multiple choice items.
- b. Technology-enhanced items must contribute to a significant portion of the assessment unless an off-the-shelf solution is being provided that does not include technology-enhanced items. NDE is interested in inclusion of adaptive testing. While open-ended items may be included, the Contractor must include analysis of student time to administer and demonstration of ability to return assessment results to students, schools, and parents on a timely schedule. Evidence of timeliness of return of results is a critical part of this RFP.
- c. NDE is interested in a proposal that will meet the requests of Nebraska stakeholders in response to options allowed under the ESSA. Assessments must meet the requirements of peer review under ESSA and include:
 - measurement of higher order thinking skills,
 - measurement of growth on a vertical scale, and/or

- adaptive items in order to measure growth in student learning more accurately.
- d. For ELA and mathematics, the Bidder shall respond with information on a summative assessment for grades 3-8 for operational administration in spring 2018 that is:
- An off-the-shelf assessment (commercially available, published, or Contractor-owned), or
 - An assessment developed with items from other sources that is augmented or customized for Nebraska, or
 - An assessment developed with items from Nebraska's item bank.
- e. For science, the state expects a Contractor may use Nebraska's current science items and test blueprints to provide a summative science assessment in spring 2018 and 2019. If an off-the-shelf assessment is proposed, the assessment must include alignment to the current Nebraska State Standards of Science. In subsequent years when college and career ready science standards are adopted, NDE expects a new assessment design that is aligned to the future Nebraska College and Career Ready Standards of Science, meets the intent of the new generation of innovative science assessments, and can contribute to a system to measure three-dimensional science learning. The proposal must address assessing the legacy standards and solutions for measuring the College and Career Ready Standards for Science, with field-testing to begin in 2019.
- f. NDE requires delivery of alternate statewide assessments in English Language Arts and mathematics for grades 3-8 & 11 and science for grades 5, 8, & 11. NDE is open to an innovative technology approach to assessing students with the most significant cognitive disabilities.
- g. Nebraska's assessments must measure the depth and breadth of Nebraska's standards, demonstrating a balance of content emphasis and cognitive complexity through all depths of knowledge levels. If an off-the-shelf test is proposed, the proposal must provide evidence of alignment to Nebraska state standards that has been completed by using non-Contractor consultants or a non-Contractor organization, that includes evidence of the alignment of forms of the assessment in terms of distribution of content (i.e. knowledge and cognitive process) across the full range of the State's grade-level content standards. If a custom or blended assessment is proposed to be developed, the assessment must be aligned to Nebraska's standards and the Contractor will be responsible for providing an independent alignment study and review in the first year of implementation. Nebraska does not intend at this time to assess the listening and speaking standards of ELA.

- h. If the proposal is not for an off-the-shelf test, item development for new assessments will continue to involve Nebraska educators.
- i. If an off-the-shelf solution is being proposed, the proposal shall include ways in which the Contractor plans to include Nebraska educators in aspects of the process of providing the state summative tests.
- j. The proposal shall describe a process for ensuring that all test items are linked to the Nebraska State Standards or provide evidence of alignment to sufficient number of Nebraska state standards, or provide plan for completing alignment. The current Tables of Specifications are available in the Technical Report available on the Assessment website at:
https://www.education.ne.gov/Assessment/NeSA_Technical_Reports.html

Standards

- September 15, 2014 the Nebraska State Board of Education adopted Nebraska's College and Career Ready Standards for English Language Arts.
 - On September 4, 2015, the Nebraska State Board of Education adopted Nebraska's College and Career Ready Standards for Mathematics.
 - In 2010, the Nebraska State Board of Education adopted the Nebraska Science Standards.
 - Nebraska's College and Career Ready Standards for Science are being developed with targeted completion scheduled for August/September 2017.
- k. If items are to be written by Nebraska educators, the proposal should include the costs of the Contractor assistance in editing of test items. Nebraska would consider proposals that include Contractor supplied test items.
- l. Unless proposing an off-the-shelf solution, the proposal must address converting current test items to a new Contractor's system, including any costs. If proposing an off-the shelf product, the proposal must include ways in which Nebraska educators can be involved in development, review, and/or alignment of assessment items and the cost for educator involvement.
- m. If the proposal is designed for Nebraska educators to write items, the proposal budget should include a minimum of ten (10) reading passages per grade each year supplied by the Contractor for use on the ELA assessment. NDE will select and pay only for passages used. The proposal must include the cost per passage as well as the total cost. The proposal must identify if passages are purchased or original (Contractor developed). The Contractor is responsible for securing all permissions and copyrights for the passages.

- n. The proposal budget shall include costs for providing Spanish versions of online and paper/pencil tests for general assessments in mathematics and science and Spanish directions for online and paper/pencil general assessments in English Language Arts. It shall include an auditory version of the translated Spanish paper/pencil tests.
 - o. Items to be field tested are to be embedded in the annual assessments for both general and alternate assessments. NDE is open to an innovative approach to field-test items with Nebraska students for increased efficiency and decreased test time. Or the proposal must include the methodology of field-testing that shows field-testing of items is accomplished with a student group representative of Nebraska students.
 - p. The system must provide a practice test for each subject and grade level. Practice tests should be available online through the online test engine and in paper/pencil format. Paper/pencil practice tests should be made available via a website or download procedure. The proposal should describe the process for meeting these requirements. Practice tests should be available in accommodated forms, such as Braille and large print.
 - q. The proposal is to include samples or access to samples of test items for English Language Arts, mathematics, and science that demonstrate the high quality of items the Contractor is able to provide.
- 2. Item Bank for General and Alternate Assessments if Contractor is not proposing a 100% off-the-shelf product**
- a. The Contractor will accept, from NDE, items and tasks for the item bank. The Contractor's system must be able to accept the items from the current item bank. The proposal must identify the format for accepting test items and tasks. The proposal must describe a process to ensure that all assessments generated from the item bank are field tested, equated, and validated either individually or as part of a single test.
 - b. The system must provide NDE electronic access to each item (text and graphics) as well as pertinent information for each item, including history (placement, item statistics for all administrations of the item, editing, and context). The proposal should describe the process for meeting these requirements.
- 3. Paper/Pencil Assessments for General Education and Alternate Assessments**
- Paper/pencil assessments for the general English Language Arts, Mathematics, and Science will be provided only for students with accommodations as English Language Learners or as identified on an Individual Education Plan (IEP) or 504 plan. All Alternate English Language Arts, Mathematics, and Science assessments are currently paper

booklets. NDE is open to an innovative technology approach to assessing students with the most significant cognitive disabilities. If proposing online solution for alternate assessments, requirements of paper/pencil below may not apply.

- a. The format and layout of the paper/pencil test booklets will meet the requirements of a style guide agreed to by the NDE and the Contractor. The proposal budget should include costs to support a one-day style guide meeting at NDE if Nebraska educators are writing items. A central component of the style guide will be the application of “universal design” principles and procedures in areas such as the design and layout of the booklet, use of graphics, and format of directions to ensure access by the broadest possible population of students. The proposal must address methods and procedures used to inform test booklet design. Costs in the budget should be provided for all black/white printed tests and instructions with color-coded covers. Use of colors within the assessments may be included as an optional cost.

4. Content of Test Forms for General and Alternate Assessments

- a. If Contractor proposes an assessment system developed with educator support, the Contractor will support meetings at NDE of the NDE management team and the Contractor to select items to be included on test forms for both the general and alternate assessments in English Language Arts, Mathematics, and Science. The proposal budget should include costs to support meetings in NDE for each subject area for general and alternate assessments.
- b. The budget should include costs to develop an operational form per year per subject per grade. NDE agrees to use of a previous year’s test instead of developing a breach form or if off-the-shelf propose a contingency plan.
- c. The selection and ordering of items on the test forms, whether Nebraska educator developed or off-the-shelf will be based on appropriate psychometric procedures, must measure Nebraska State Standards, and meet the coverage requirements of USDE peer review. The proposal must include a description of the proposed process for item selection. The NDE will have final approval of the selection of items and test forms.
- d. The proposal must describe an efficient procedure for cycles of item and test form review.

5. Test Schedule for All Assessments

The proposal shall propose a schedule for conducting the general and alternate assessments in English Language Arts, Mathematics, and Science. Final approval of the schedule will be determined by NDE in cooperation with the Contractor.

C. Delivery of Assessments

1. Preparation

- a.** NDE will provide the contact information for a District Assessment Coordinator (DAC) for each district. NDE will provide an updated database of districts, schools, and grade level counts. The proposal should identify the roles and responsibilities for district staff needed for implementing both paper/pencil and online assessments. These might include test coordinator, test administrator, technology coordinator, etc.

2. Student Identification and Tracking

- a.** The NDE will provide the Contractor with data files containing the NDE Student ID, demographic, grade level, school and program information prior to the assessments on a date agreed to by both the parties.
 - i.** For paper/pencil tests, the Contractor will use this information to link assessments to the appropriate student information via the NDE Student ID (e.g. labels) and identify any costs.
 - ii.** For online assessments, the Contractor will use this information to ensure appropriate student access and tracking of student results. The proposal should discuss methods that will be used to link online assessments to the appropriate student information via the NDE Student ID and identify any costs.

3. Paper/Pencil Tests

- a.** The proposal will describe a system for schools to order special test materials (e.g., large-print, Braille) and counts of paper/pencil needs prior to testing.
- b.** The Contractor will produce large-print versions of test booklets and related test materials (one test form per grade level). The proposal should comment on the research and best practice for providing accommodations for visually impaired students, particularly the issue of multiple sizes of large-print versions. The proposal should budget for the production of large-print materials using the counts provided in the Introduction to this Technical Approach.
- c.** The Contractor will produce UEB Braille, with Nemeth for mathematics, versions of test booklets and related test materials (one test form per grade level). The proposal should budget for the production of UEB Braille materials using the counts provided in the Introduction to this Technical Approach.
- d.** All student answer document images, student answer documents, and actual student booklets shall be disposed of during the first two weeks of January of the year following the testing. The budget should reflect any costs associated with storage and disposal of documents.

4. Ancillary Materials

- a.** The following ancillary materials will be produced for all online and paper/pencil statewide assessments. The proposal should discuss the type of information included in manuals, the type and use of shipping labels and control forms, etc. Web- based versions of all ancillary materials should be available for posting on the NDE websites. The following materials are needed:
 - i.** A Principal/Test Coordinator manual for each test administration. A common manual will be produced for all grades. A single printed manual will be shipped to each district and school and copies of the manual will be distributed at the administration workshops. The manual should also be accessible online.
 - ii.** A unique Test Administrator manual for each grade level test.
 - iii.** All forms and labels necessary for the efficient and secure shipment and receipt of printed materials.
 - iv.** All control/processing forms necessary for the administration of the tests.
 - v.** All sign-off forms necessary to ensure the security of the test materials.
- b.** Each year the Contractor will provide up to and including three reports related to the tests on issues such as test design, administration, interpretation/use of results, scoring, and validity/reliability. The intended audience for these reports will be educators or the general public. The NDE will determine the topics for each report. These reports will be delivered according to a mutually agreed upon date, and will be provided to NDE in electronic format for posting online.
 - i.** In addition, the Contractor is expected to provide a solution for not only reporting on data forensics, but supporting NDE in its use of the report and follow up on issues of concern indicated in data forensics report.
 - ii.** In addition, the Contractor is expected to provide a report of the online accommodations/tools used by students with IEPs, 504 plans, or for students who are English Language Learners in order to conduct research on the effect on final student scores.

D. Test Administration for All Statewide Assessments

1. Online Administration

The proposal should identify the process or method(s) used to:

- a.** Authorize and authenticate users including students, teachers, test administrators, and test coordinators at a minimum plus any other designated district personnel proposed by the Contractor. This includes participation in the statewide SAML single sign on framework and application launch portal.
- b.** Ensure student confidentiality during assessment.
- c.** Use bandwidth efficiently so as not to over burden district capacity.
- d.** Limit the time available for online testing should the department choose this option, and to include the options to display test time remaining or hide it.

- e. Allow for online tests to be segmented by hard stops and re-opened for students with special needs as part of test engine, without compromising the security of the test or burdening districts or NDE with manual reactivations.
 - f. Provide tools to all students.
 - g. Other accommodations/tools in online engine to include:
 - Text-to-speech
 - Speech-to-text, if open ended items are to be included
 - h. The online technology must track student use of accommodations/tools provided for students with IEPs, 504 plans, or for students who are English Language Learners in order to research results based on use of accommodations/tools.
 - i. Limit access to other online sites during test administration.
 - j. Allow districts to edit student identification, school location, student demographics (date of birth, gender, race/ethnicity, LEP/ELL eligible, special education/IEP), not tested codes, alternate assessment, Spanish assessment, accommodations – IEP/504, and linguistic support- ELL during test administration.
 - k. Permit test administrators to easily monitor test progress for students.
 - l. NDE is open to other online accommodations suggested by respondent.
2. The Contractor shall keep an ongoing log of complaints and issues, how they were resolved, and an indication of customer satisfaction. The proposal should include a solution for clear, timely communication of customer service contacts and their outcome with NDE.
- 3. Shipping Requirements for all paper/pencil assessments**
- a. The proposal must describe the shipping method, shipping agent, and process that will be used. The method must:
 - i. Allow districts to designate date of arrival of shipments to assure district has staff available to receive shipments. Ship test materials directly to schools and notify the District Assessment Contact (DAC) of the shipment. Test materials must arrive in districts in a two-day window 10-15 working days before the first day of testing.
 - ii. Have a process for communicating with the schools regarding shipping/receiving. Schools should be able to track shipments online.
 - iii. The NDE must be notified of shipment/delivery of all materials and provided updates on the status of undelivered materials.
 - iv. The proposal must include a description of procedures to deliver additional materials in a manner that does not delay test administration to schools that receive incomplete shipments or do not receive shipments.

- b. The Contractor will pay for the return shipment of testing materials from the schools. Schools will ship all secure materials directly to the Contractor following testing. Schools will be able to track shipments online. The proposal must describe the proposed method of shipping.
- c. The Contractor must account for the return of all secure testing materials. The proposal must include a description of methods and procedures used to track shipments from schools and follow-up with schools that have not returned materials.
- d. The Contractor must notify NDE of the status of the return of all secure test materials. The proposal must include a description of the procedures used to gather information and anticipated timeline for providing the information. The proposal must describe the procedures that will be followed when materials are not returned.

E. Scanning/Imaging for Paper/Pencil Assessments

- 1. The Contractor is responsible for the efficient, accurate, and reliable scanning and/or imaging of all student responses and any student demographic information provided by the student and/or school principal for paper/pencil assessments. In addition, the Contractor is responsible for scanning or imaging all ancillary materials, as appropriate. The proposal must provide details regarding the accuracy and reliability of the scanning technology system including descriptions of:
 - a. Programs have been prepared to accurately scan and image all test materials.
 - b. Scanning database is error-free and contains valid responses in all fields.
 - c. Reports describing any materials that could not be scanned due to damage caused by the school, Contractor or other reasons.

F. Scoring for All Assessments

- 1. **General education and alternate assessments**
 - a. The proposal must include a description of the methods used to ensure and verify that the tests have been properly scored.
 - b. The proposal must include a description of the methods used to merge online and paper/pencil assessment results.
 - c. The Contractor will provide a report documenting irregular responses such as blank answer documents, excessive item non-response, and excessive multiple marks at the district and school levels. The NDE and Contractor will determine levels of excessive non-response and multiple marks, and other indicators of irregular response. The proposal must describe how this requirement will be met.
 - d. The proposal must include a solution for real time and end-of-testing support of NDE in data forensics, including irregular responses. The Contractor is expected to provide a solution for not only reporting on data forensics, but supporting

NDE in its use of the report and follow up on issues of concern indicated in data forensics report.

G. Analysis for Statewide Assessments

1. Calibration and Scaling

- a.** The Contractor will calibrate test items using an appropriate item-response theory (IRT) model(s). The proposal must include a discussion of the benefits of the proposed IRT model, its appropriateness for the tests, and indicate which software will be used.
- b.** The Contractor will translate student composite or total scores to a reporting scale developed for each subject area and grade level test. The proposal must discuss methods for creating a reporting score scale consistent with the reporting requirements.
- c.** The proposal will include a plan for strong measurement of growth through vertical scaling or other method.
- d.** The system must provide a method to report subscore results at the concept level at the school, district, and state levels. The proposal must include a description of the proposed method and a rationale for its use and provide information in addition to an overall score (e.g., sub-scores) in each content area to the degree possible within the purpose of the assessment

2. Equating

- a.** The Contractor will design and conduct analyses required to equate the tests from year to year at each grade level for each subject area: English Language Arts, Mathematics, and Science. The proposal must describe the proposed method for equating the tests and provide a rationale for the proposed method. If measuring the content and standards currently assessed, the proposal is to include an equating method between assessments.
- b.** The Contractor will design and conduct analyses required to calibrate and equate test items across test forms within a single year. The proposal must demonstrate an understanding of the test design and describe the method proposed for accomplishing this task.

3. Item Evaluation for general and alternate assessments

- a.** The Contractor will produce item statistics for all field test items. The proposal must include a description of the item statistics that should be generated to assist in the evaluation of field test items including a discussion of the appropriate statistics if proposing a state-developed solution. If off-the-shelf solution, provide a description for assuring item quality of field-tested items, including statistical criteria.

- b.** The Contractor will produce item statistics for all operational items. The proposal must include a description of the item statistics that should be generated to assist in the evaluation of these items.

4. Test Construction

The Contractor will conduct analyses to support the construction of technically sound test forms. The proposal must include a description of the types of analyses that will be conducted and how the results of those analyses will be disseminated and used by appropriate state and Contractor staff to assist in test construction. Testing errors caused by the Contractor shall be corrected by the Contractor at no extra cost to NDE.

5. Scoring

In addition to the analyses conducted during scoring (above) to monitor the scoring process, the Contractor will conduct additional analyses after scoring to verify the accuracy of scoring. The proposal must include a description of the types of analyses that will be conducted and how the results of those analyses will be disseminated and used.

6. Reporting

The Contractor will design and conduct all analyses necessary to produce student, school, district, and state results and other information included in published reports of results. The proposal must include a description of the types of analyses that will be conducted and how the results of those analyses will be provided to NDE. The reports must be available on timely basis each year.

7. Data Analysis

- a.** The Contractor will provide annual analyses, including but not limited to identifying problems and inconsistencies such as duplicate records, missing data, etc. so that NDE can work with districts to resolve problems.
- b.** The proposal will include a description of Contractor's capacities for research that can be conducted for online assessments, for example, test-taking time compared to results.

8. Data Forensics

- a.** As a component of the overall security for the assessment system, the proposal should include a description of appropriate methods for analyzing data to identify inconsistencies and problems for both online and paper/pencil tests and to include a security incident response plan. The Contractor is expected to provide a solution for not only reporting on data forensics, but supporting NDE in its use of the report and follow up on issues of concern indicated in data forensics report.

- b. The Contractor will provide a report documenting irregular responses such as blank answer documents, excessive item non-response, and excessive multiple marks at the district and school levels.
- c. The NDE and Contractor will determine levels of excessive non-response and multiple marks, and other indicators of irregular response. The proposal must describe how this requirement will be met. The proposal must include a solution for real time and end-of-testing support of NDE in data forensics. The Contractor is expected to provide a solution for not only reporting on data forensics, but supporting NDE in its use of the report and follow up on issues of concern indicated in data forensics report.
- d. NDE anticipates that the Bidder will use multiple methods to analyze results. Bidder will submit samples of data forensics reports illustrating how the results can be used by NDE. The RFP response must include detailed specifications of the statistical analyses used to provide the data forensics analyses.
- e. Analyses must include a plan for Contractor to work with NDE to establish parameters for decision-making of outlying testing aberrations. The proposal must describe how this requirement will be met.
- f. The proposal must include a solution for real time and end-of-testing support of NDE in data forensics.

H. Reporting for All Statewide Assessments

- 1. The Contractor is responsible for the reporting of results from all assessments on a timeline jointly developed in the beginning of project annual meeting to facilitate project planning through the establishment of intermediate milestones that include, but are not limited to, a) the completion of scoring and processing, b) the development, review, and approval of reporting specifications, and report shells, c) the review and approval of equating procedures and analyses, d) the delivery, review, and approval of preliminary data files, and e) the delivery, review, and approval of sample reports. Reports must include results from the alternate assessments. Penalties for failing to meet final reporting dates and intermediate milestones will be negotiated in the contract.
 - a. Timeliness of reporting is critical in meeting NDE's expectations. Students should receive results as soon as they complete the test. School staff should see results in the online system within a day of student testing and the proposal must include methodology for score reports to be meaningful. Solutions that workaround post-equating should be included, in order to expedite the reporting of meaningful results.

- b.** Expectations for the type of information on the state summative assessment reports have increased over the last several years by both educators and parents. Information of current statewide assessment reports is available at: <https://www.education.ne.gov/Assessment/Index.html>. The proposal will provide evidence of reporting that effectively communicates sub-scores and summative scores.
- c.** The Contractor will be responsible for providing timely reporting of test results to schools and districts to better inform student learning. The proposal will provide evidence of timely reporting of results to districts and students. Evidence of timely reporting is a critical component of the proposal.
- d.** Students should know results at the time of testing or shortly thereafter. The proposal should include a solution for timely reporting that is not impeded by equating of forms. Providing students raw scores, but not being able to provide either a meaningful final determination if the student passed the test or provide a growth score is of little meaning.
- e.** The Contractor will provide the reports listed below for each test. All reports of results must be available in an electronic file for downloading and delivered in web-based format in addition to the paper/pencil versions of the Individual Student Reports (below). The proposal must include a detailed description of a proposed method for web-based reporting that provides easy access to results while ensuring security and confidentiality. The web-based reporting system must enable NDE access to all district and school reports and district access to appropriate school reports.

 - i.** School Report Package containing whole school aggregated and disaggregated achievement level results and subscore results as specified by NDE. School reports shall also include, at a minimum, district and state comparisons.
 - ii.** District Report Package containing statewide aggregated and disaggregated achievement level results and subscore results.
 - iii.** State Report Package containing statewide aggregated and disaggregated achievement level results and subscore results.
 - iv.** District confidential student-level database containing information such as school identifying information, student identifying information, demographic information, raw score totals, scaled scores, and performance level.
 - v.** Individual Student Reports for parents/guardians containing achievement performance level results for all tests. (Two paper copies per student and digital versions so districts can print additional copies if desired). Expectations for the type of information on the state summative assessment reports have increased over the last

several years by both educators and parents. Information of current statewide assessment reports is available at:

<https://www.education.ne.gov/Assessment/Index.html>.

- f. NDE seeks a score reporting design that is more informative and accessible for communicating with students and parents. The Contractor will deliver the Individual Student Reports to the district's central office for distribution to the appropriate school at the earliest possible date, per agreement between Contractor and NDE. The expedited delivery of Individual Student Reports is critical to a successful proposal. The Contractor should propose a solution that allows districts to sort students for efficient delivery of Individual Student Reports to schools.
- g. The proposal must describe how district and school staff will be able to securely access web-based reports and data at the earliest possible date after testing, per agreement. The proposal must provide evidence of timeliness of reporting assessment results. NDE would be interested in proposals that include dynamic reporting that allowed users to interact with data instead of having static reports.
- h. The Contractor's system must have the ability to integrate or interface with an Ed-Fi REST API and optionally produce Ed-Fi XML. In addition, Contractor should list any integrations with other common systems. Contractor must commit to supporting native integration via the Nebraska Education Data Standard (NEDS), which is the State's extensions to the Ed-Fi REST API and optionally Ed-Fi XML. Updates to NEDS will be published by the NDE by January 31 of each calendar year. Contractor must commit to continuing to support annual updates to NEDS by June, 30 of each calendar year. The NEDS are also aligned with Common Education Data Standards (CEDS) available at ceds.ed.gov. For more detailed information on NEDS and the ADVISER system, see: <https://sites.google.com/a/education.ne.gov/nde-adviser-Contractor-resources/>.
- i. The proposal must describe how district and school staff will be able to securely access web-based reports and data at the earliest possible date after testing, per agreement. The proposal must provide evidence of timeliness of reporting assessment results.
- j. The Contractor will provide NDE with electronic files containing the aggregated school, district, and state results provided in the web-based report as well as a confidential student-level electronic file containing all available student-level information for all students such as student name and identifying information to include NDE Student ID, demographic and program information, test form, raw item responses, scored item responses, accommodation information, raw score

totals, domain/subscores, scaled scores, and performance levels. The proposal must provide evidence of timeliness of reporting assessment results.

- k. The Contractor will develop and produce interpretive materials for the Individual Student Reports for parents and schools/districts. The interpretive materials will be provided in web-based format for posting on the NDE website. The proposal must include a description of the type of information to be included in such materials and methods to increase the usefulness of such materials. Expectations for clear, informative, and succinct student and parent information has increased. The proposal will address this requirement.
- l. The Contractor will develop and produce an annual Technical Report that documents and provides the necessary evidence to demonstrate that each of the assessments and the set of assessments as a whole serve their intended purposes, are aligned with Nebraska State Content Standards, and test design (including accessibility criteria), and meet accepted professional standards for educational testing. The NDE and Contractor will negotiate the table of contents and format for the Technical Report with input from the NDE. The annual Technical Report will not replace or fulfill the requirement for ongoing technical documentation or documentation specified in other tasks. The final draft of the document will be delivered to the NDE no later than three months following the release of assessment results. The document will be delivered in web-based format for posting to Department websites. The proposal must include a copy of a technical report produced for a similar state assessment program.
- m. The proposal must include the production of a template in Spanish of the Individual Student Report that can be accessed online and that will allow districts to populate with results.
- n. The proposal must include a description of the procedures that will be used to collect, record, and investigate reports by districts and schools of discrepancies and errors in results.

2. Retrieving Student Work

At the request of NDE, the Contractor will retrieve, hand score if needed, and deliver to the appropriate Department images of student answer documents, actual student test materials, printouts of results, and/or other reports in response to concerns about the accuracy of reported results. All requests must be made through the NDE project manager. The proposal must include a cost figure and timetable for retrieving, hand scoring if needed, and delivering these reports upon request of the NDE. The cost for this service will be charged upon request and should not be included in the budget for this proposal.

I. Standard Setting and Alignment

1. This is the information to use for budgeting purposes. Use the following for the proposal and for budgeting purposes for (1) alignment and (2) standard setting. The proposal should propose an appropriate standard setting methodology and procedure that meets the following goals:
 - a. Is appropriate for the subject area tests.
 - b. Supports coherence across the grade levels tested.
 - c. Includes the direct participation of Nebraska teachers and other subject area experts and educators.
 - d. Includes the validation of alignment and standard setting results with information gained from educators in the field and through the use of other available information, as appropriate.
 - e. Is consistent with the goals and purposes of the NDE test specifications, whether developed by Nebraska educators or off-the-shelf solution is proposed, and assessment principles.
2. The proposal must include a comprehensive description of the proposed methods that includes procedures to occur before, during, and following the activities. The response must also include information on Contractor staff that will lead and participate in alignment and standard setting.
3. The Contractor will support all alignment and standard setting activities including, but not limited to, providing any stipends, substitute reimbursement, and covering expenses for participants in proposed meetings for the alignment and standard-setting process. NDE will assist with making arrangements for meeting room(s). Contractor is responsible for determining the number of participants. NDE will assist with identifying appropriate individuals to participate. Average daily stipend for teachers working during the summer months is \$150/day. Plan on similar amount for substitute pay for teachers working during the regular school year. Mileage – use current federal rate; Lodging – estimate \$200 per night; the State meal reimbursement at \$51 per day.
4. The Contractor will produce a written report documenting all aspects of the alignment and standard setting process. The report will be delivered to the NDE within 30 days of the conclusion of these activities.

J. Interim Assessment System

The proposal must include an innovative interim system to provide opportunity to individualize student learning around all college and career ready state standards in English Language arts, mathematics, and science, not only ones tested on statewide assessments.

The current Nebraska interim system contains items in English Language Arts, mathematics, and science written by Nebraska educators. The items include multiple

choice, technology-enhanced, and open response. Educators use the system to build custom interim assessments designed to assess student learning of Nebraska state standards and to receive timely reports in order to provide instruction to students.

NDE expects the Contractor to provide a system for local assessment that assists districts in assessing all components of NE standards in English Language Arts, Mathematics, and Science in order to improve student learning on college and career ready state standards. Other subject areas may be included at a separate cost. The system must score items, provide reports that analyze results for use by educators, and give teachers information to support individualized learning plans. If the system includes open-ended items, some open-ended items should be scored by artificial intelligence (AI), so results can be provided. In addition, some open-ended items may not be AI scored to provide educators in districts the opportunity to score open-ended items

The interim system may be:

- An off-the-shelf system (commercially available, published, or Contractor-owned), or
- A system developed with items from other sources that is augmented and/or customized for Nebraska, or
- A system developed with items developed by Nebraska educators; current item bank has been developed.

If the proposal includes use of the item bank already developed by Nebraska educators, the proposal must include costs and process for transferring items from the current system into the proposed system. If an off-the-shelf system is being proposed, the proposal should include all details below, except item bank.

1. Technology Capacity

The interim system must deliver assessments through an online system on demand by users. Since it must always be available, it is important that the system be able to handle potentially high levels of usage on a regular basis. The proposal should detail what efforts that will be made to ensure that districts will have access to the interim system whenever they need it with limited interruptions for maintenance and updates.

- a. The proposal should include consideration for integrating with systems such as learning management, Ed Fi® operational data stores, and other systems supporting the educational experience.
- b. The proposal should include strategies and experience for implementing SAML integration for authentication and attributes required for authorization.

2. Student Information

- a. The proposal should include a solution for uploading students as early in school year as possible. The interim system must provide a secure access web-based system for districts to upload their student demographic, teacher, and school

data to the interim system because the NSSRS data are currently not available at the start of the school year.

- b. The interim system must have a complete set of demographic data for each student at the point-of-time of assessment. This data management system must also provide reports and analysis, as noted below, for districts and for NDE.
- c. The system must allow for the creation of classes and for students to be assigned to multiple classes.
- d. The proposal should include the capacity and experience in using API access to synchronize student and district data.

3. Assessment Development

- a. The interim system may allow district users to create tests from the item bank for administration at the classroom, school, or district level or may be an off-the-shelf system, or may be off-the-shelf augmented by Nebraska developed items. The system provides districts flexibility to use it based on their needs. The interim system may be available only online but the users must be able to print out paper versions of any test. The interim system online and printed tests must meet agreed upon guidelines for test design and style. The proposal should describe a system that meets these requirements.
- b. Or the Interim system may be an off-the-shelf system that mirrors the statewide assessment system in design, technology, and tested standards.
- c. In addition, the proposal should provide information for an interim system that provides items beyond those assessed in statewide testing.

4. Item Bank

The current interim system has an item bank with items developed by teachers and supplied through NDE. Additional items are regularly created and added to the interim system. If the interim system is one where items are developed by educators and/or supplemented by additional items, resulting in an item bank to be used for educators to develop assessments. The system should also have the ability for users to easily create or upload all item types into the system. The system is currently populated with 8,000 items.

- a. Each item in the bank must be searchable based on multiple criteria: content, grade level, framework, standard, benchmark, indicator, item status, and passage. Each item in the bank conveniently displays the following information: item ID, creation date, type of questions, subject, grade, DOK, difficulty, focus, aligned standard and what assessments that item is associated with. Each item has a field to allow users to provide feedback. Item display is designed to make it easy for teachers to construct assessments for their classroom. The item bank is accessible to NDE staff also. The proposal should describe a system that meets these requirements.

- b. If the proposal includes use of current items for the interim system, the proposal should describe a process to move current items from the current system to a new one without the loss of any content or additional work on the part of NDE and state educators.

5. Ancillary Materials for Interim System

- a. The interim system must include online (only) manuals for different levels of users that describe how to use the system and information about all aspects of the system. The proposal should describe how the Contractor will meet this requirement.
- b. The system must include a Frequently Asked Questions (FAQ) that is regularly revised and updated with new questions and answers supplied by NDE. The FAQ is accessible through the interim data management system. The proposal should describe how it will meet this requirement.

6. Reporting of Results and Communicating Meaning of Results of Interim System

- a. The system must generate on-demand reports for each administered test to aid teachers to use results to inform instruction. All reports are delivered in web-based format and districts are able to print reports and export the data from the reports into a spreadsheet or database. The proposal must include a detailed description of a proposed method for web-based reporting that provides easy access to results while ensuring security and confidentiality. Reports should include:
 - i. Results will be available to students at end of test session. Test administrators should be able to control this feature based on their needs.
 - ii. Reports so individual student data can be tracked throughout the year.
 - iii. Individual student-level results at the classroom level that include item-level results, indicator (subscore) results and score distribution.
 - iv. Results on individual students that are linked from year-to-year so educators can view student results from past years.
 - v. Aggregated and disaggregated data at classroom, school, and district levels.
- b. The system should provide all data from the interim system in a usable format to NDE in order for the department to provide leadership in student learning of state standards. The system must have the ability to integrate or interface with an Ed-Fi REST API and optionally produce Ed-Fi XML. In addition, Contractor should list any integrations with other common systems. Contractor must commit to supporting native integration via the Nebraska Education Data Standard (NEDS), which is the State's extensions to the Ed-Fi REST API and

optionally Ed-Fi XML. Updates to NEDS will be published by the NDE by January 31 of each calendar year. Contractor must commit to continuing to support annual updates to NEDS by June, 30 of each calendar year. The NEDS are also aligned with Common Education Data Standards (CEDS) available at ceds.ed.gov. For more detailed information on NEDS and the ADVISER system, see: <https://sites.google.com/a/education.ne.gov/nde-adviser-Contractor-resources/>.

- c. The proposal must describe how district and school staff will be able to securely access web-based reports and data immediately after an assessment administration.
- d. All reporting should be scalable from classroom to state level for effective use. The reports should include a hierarchical structure that allows all users at higher levels to view and interact with reporting from lower levels. Levels should minimally include: teacher, school, district, and state. School level users should be able to view and interact with all associated reports at the teacher level. District users should be able to view and interact with all associated reports at the teacher and school levels. State level users should be able to view and interact with all reports from the other levels.
- e. The proposed system should be able to expand to additional content areas and types of questions. The proposal should include an option for such expansion and costs for each or an off-the-shelf solution.
- f. NDE expects the system to be coupled with professional development that provides information and promotes collaboration in use of interim assessment to improve student learning.
- g. The system has interpretive materials for parents and schools/districts. The interpretive materials are provided in web-based format for posting on the NDE website. The proposal must include a description of the type of information to be included in such materials and methods to increase the usefulness of such materials.

K. Additional Components to Build Strength of Communication and Effectiveness of Assessment System

1. Professional Development/ Assessment Literacy/ Formative Assessment

- a. NDE expects the Contractor to provide a plan for systematic and systemic professional development associated with assessment literacy that starts with the results of state testing and incorporates information and results from the interim system, but expands beyond those to include student-centered learning, strong local formative assessment practices, and support for districts in

developing systematic approaches for the use of assessment to improve student learning.

- b.** The professional development will support the notion of summative testing as it balances with local assessment systems to promote effective assessments habits and the knowledge that all assessments should measure learning, that different assessments have different uses, and that curriculum, instruction, and assessment are the trifold support of student learning as they all relate to assessment literacy.
- c.** The professional development must include support for classroom formative assessment with a primary focus on grade level, classroom-level formative assessment pieces with support for educators in developing rubrics for evaluating these assessments.
- d.** In responses to the Evidence Based Analysis for the assessment tenet, an AQuESTT survey that was conducted in fall 2015, district leaders indicated a high need for support to schools/districts for systemic and systematic approaches to formative assessment and the desire for good professional development around assessment. NDE not only requests information pertaining to an interim system in this RFP, but also one that is coupled with strong professional development in order to engender assessment literacy and place the right emphasis/perspective on state summative tests.
- e.** NDE expects the Contractor to include in-person training and effective online training modules that support the in-person professional development with possible inclusion of a method for state and district administrators to track educators' participation.
- f.** NDE expects the Contractor to propose a solution for collaboration between the Contractor and NDE to provide a professional development component of Nebraska's assessment system.

2. Branding of state test

The current logo/brand for the state testing program is:



NeSA was developed to represent "Nebraska State Accountability." Nebraska now has a full accountability system, Accountability for a Quality Education, Today and Tomorrow (AQuESTT). NDE requests that, in responding to this RFP, the Contractor show capacity and experience in order to develop an assessment name that aligns with the vision of Assessment within AQuESTT, available at www.aquestt.com. Coordination with the NDE Communications office is required. NDE expects the Contractor to propose a solution for

collaboration between the Contractor and NDE to provide this component of Nebraska's assessment system.

3. Strong communication materials/public relations

- a. NDE expects strong communication to be built around its assessment system, such as brochures written succinctly and accessibly for parents, students, patrons, and schools.
- b. Deeper documents are also requested that include topics on the rationale of state testing, ways that state testing can improve student learning, ways that state testing can support strong classroom instructional practices, explanation of a balance between state testing to improve student learning and for use in accountability, communication of the limitations of statewide summative assessment, and support of a balanced assessment.
- c. NDE would be open of a description of services to include communication about state summative test scores in relation to at-risk students.
- d. NDE expects the communications to be developed specifically for Nebraska school districts, students, and patrons. NDE expects the Contractor to propose a solution for collaboration between the Contractor and NDE to provide this component of Nebraska's assessment system.

L. Exit Strategy

The Contractor shall be responsible for end of contract activities at the completion of the contract to ensure that the transition from Contractor operations by the successor Contractor, or the State, occurs smoothly and without disruption to the NDE. End of Contract Transition activities will include planning, timely transfer of data and documentation specifically for NDE. The Contractor is required to give NDE nine (9) months' notice of intent to not renew the contract. NDE will only notify the Contractor at least nine (9) months prior to expiration of the current contract if it intends to enter into negotiations to renew the contract.

End of Contract Transition Responsibilities:

- 1. Provide a draft detailed Turnover Plan prior to contract termination.
- 2. Modify the Turnover Plan based upon the results of NDE review.
- 3. Transfer data, assessments, reports and other applicable materials in a format prescribed by NDE.
- 4. Provide technical and professional support to NDE and/or a successor Contract in support of the turnover.
- 5. Prepare and submit initial draft through final deliverables for NDE review, comment and approval.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in the RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the deliverables including goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

To allow comparisons across proposals, budget information must be summarized in the format of the Major Task Area Summary Budget Form C (attached). Complete one Form C for each year of the five fiscal years and one Form C summarizing all five years.

The five years for which bidders are to provide costs are as follows:

July 1, 2017 – June 30, 2018
July 1, 2018 – June 30, 2019
July 1, 2019 – June 30, 2020
July 1, 2020 – June 30, 2021
July 1, 2021 – June 30, 2022

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

C. PAYMENT SCHEDULE

The payment schedule for the project will be tied to specific dates and deliverables included in the contract. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. The Contractor should propose a schedule of deliverables and a payment amount associated with each deliverable. A final schedule of deliverables and payment amount associated with each deliverable will be specified in the contract award. No invoice will be approved unless the associated deliverables have been approved. For the purpose of this section, a deliverable is defined as a separately usable piece of the product. A deliverable is not a specified number of hours or amount of effort.

Form A

Bidder Contact Sheet

Request for Proposal Number RFP NDE.GA.ASMT.2016

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B

Notification of Intent to Bid

Request for Proposal Number RFP NDE.GA.ASMT.2016

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the Nebraska Department of Education via e-mail: valorie.foy@nebraska.gov. Email must be entitled "Intent to Bid RFP"

Form C

Major Task Area Budget Summary by Fiscal Year

Request for Proposal Number RFP NDE.GA.ASMT.2016

Directions: Complete a separate Form C for General Education Assessments for each fiscal year.

	Labor Costs		Other Costs	Direct	Total
	All employees	Subcontractors			
1. Project Management and Support					
2. Assessment Development					
3. Delivery of Assessments					
4. Test Administration					
5. Scanning/Imaging					
6. Scoring					
7. Analysis					
8. Reporting					
9. Standard Setting and Alignment					
10. Interim Assessment					
11. Additional Components					
12. Exit Strategy					
13. Overhead					
14. Fees					
Total					
Optional or Additional Activities (Specify)					

Form C

Major Task Area Budget Summary by Fiscal Year

Request for Proposal Number RFP NDE.GA.ASMT.2016

Directions: Complete a separate Form C for Alternate Assessments for each fiscal year.

	Labor Costs		Other Direct Costs	Total
	All employees	Subcontractors		
1. Project Management and Support				
2. Assessment Development				
3. Delivery of Assessments				
4. Test Administration				
5. Scanning/Imaging				
6. Scoring				
7. Analysis				
8. Reporting				
9. Standard Setting and Alignment				
10. Interim Assessment				
11. Additional Components				
12. Exit Strategy				
13. Overhead				
14. Fees				
Total				
Optional or Additional Activities (Specify)				