



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-16-0088	Solicitation Issued:	8/17/2015
Description:	English Language Proficiency Assessment for the 21 st Century (ELPA21) Summative Assessment Development and Administration		
Agency:	Arkansas Department of Education		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	September 10, 2015	Bid Opening Time:	11:00 a.m., Central Time
Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to OSP.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Office of State Procurement 1509 West 7 th Street, Room 300 Little Rock, AR 72201-4222 Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address.
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Tamara DeBord	Buyer's Direct Phone Number:	501-683-0253
Email Address:	Tamara.DeBord@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

This Request for Proposal (RFP) has been issued by the Office of State Procurement (OSP) on behalf of the Arkansas Department of Education (ADE or agency) to request proposals from qualified vendors, and to obtain pricing and a contract for the administration of the online assessment program, including the implementation of the activities needed to successfully develop, administer, score and report the summative test for the English Language Proficiency Assessment for the 21st Century (ELPA21) system in the State of Arkansas.

1.2 TYPE OF CONTRACT

- A. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review and approval.
- B. The resulting contract will be a TERM contract. The initial term of this contract **shall** be from the date of award through June 30, 2016. The anticipated starting date for the contract is November 1, 2015.
- C. Upon mutual agreement by the vendor and agency, the contract may be renewed by OSP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- D. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact for the selection process. Vendor questions regarding this *Bid Solicitation* should be made through the State's buyer as shown on page one of this document.

1.4 BID OPENING LOCATION

Proposals submitted by the opening time and date **shall** be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's proposal or in subsequent correspondence, **shall** cause the vendor's proposal to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of item in question as indicated in *Clarification of Bid Solicitation and Questions*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.
- D. **CRT (Criterion-Referenced Test):** A student achievement test fully aligned with the English Language Proficiency (ELP) Standards that generates scores in terms of specific performance criteria to facilitate interpretation of student scores

- E. Subgroups: Populations that meet the minimum group size as determined by the Department of Education and meet the reporting requirements of the U.S. Department of Education.
- F. Technical Advisory Committee (TAC): Committee composed of nationally recognized testing experts and psychometricians selected by the Commissioner of Education and **shall** advise the Department in all technical aspects of the assessment system.
- G. The following table contains a list of acronyms that have been referenced in this bid solicitation.

List of Acronyms	
ADE	Arkansas Department of Education
AIF	American Indian Foundation
APIP	Accessible Portable Item Protocol
APIP	Accessible Portable Item Protocol
CCSSO	Council of Chief State School Officers
BANA	Braille Authority of North America
CEDS	Common Education Data Standards
CR	Constructed-response
CRESST	National Center for Research on Evaluation, Standards & Student Testing
CRT	Criterion-Referenced Test
CSR	Customer Service Representative
DTC	District Test Coordinator
ELL	English language learner
ELP	English Language Proficiency
ELPA	English Language Proficiency Assessment
ELPA21	English Language Proficiency Assessment for the 21 st Century
FERPA	Family Education Rights and Privacy Act
GRF	General Research File
IEP	Individualized Education Plan
IRT	Item Response Theory
ISR	Individual Student Score Reports
lv/b	Low Vision and Blind
NCEO	National Center for Educational Outcomes
NCME	National Council on Measurement in Education
ODE	Oregon Department of Education
OSP	Office of State Procurement
PARCC	Partnership for the Assessment of Readiness for College and Careers
PLD	Performance Level Descriptor
QTI	Question and Test Interoperability
RFP	Request for Proposal
SIF	Schools Interoperability Framework
SR	Selected-response
STC	School Test Coordinator
SY	School Year
TAC	Technical Advisory Committee
TAM	Test Administrative Manual
TE	Technology-enhanced items

1.7 RESPONSE DOCUMENTS**A. Original Technical Proposal Packet**

1. The original *Technical Proposal Packet* **must** be submitted on or before the bid opening date and time.
2. The Proposal Packet should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
 - e. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Official Bid Price Sheet. (See *Pricing*.)

1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic version of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". **DO NOT** submit any additional documents or information in the sealed pricing package other than the *Official Bid Price Sheet* or other pricing documents expressly required in this solicitation.

C. Additional Copies and Redacted Copy of the Technical Proposal Packet

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*
 - a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Four (4) electronic versions of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If OSP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted copy the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
- *Proposal Signature Page.*
 - *All Agreement and Compliance Pages.*
 - *Proposed Subcontractors Form.*
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form.*
 - *Equal Opportunity Policy.*
 - *Voluntary Product Accessibility Template (VPAT).*
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.9 CLARIFICATION OF BID SOLICITATION AND QUESTIONS

- A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 1:00 p.m., Central Time on August 21, 2015. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. Vendor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on August 27, 2015.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.10 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:
1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exceptions that conflicts with a Requirement of this *Bid Solicitation*.

1.11 AGREEMENT AND COMPLIANCE PAGES

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.12 SUBCONTRACTORS

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. Subcontractors must adhere to all confidentiality requirements for ELPA21.

1.13 PRICING

- A. All pricing **must** be disclosed on the *Office Bid Price Sheet* only. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 150 days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing".
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. The State **shall not** be obligated to pay any costs not identified on the *Official Bid Price Sheet*. Any cost not identified on the *Official Bid Price Sheet* **shall** be borne by the vendor.
- F. Vendor **must not** include any pricing from the *Official Bid Price Sheet* in the hard copies or electronic copies of their *Technical Proposal Packet*. **DO NOT** submit any additional documents or information in the sealed pricing package other than the *Official Bid Price Sheet* or other pricing documents expressly required in this solicitation.
- G. All proposal pricing **must** be in United States dollars and cents.
- H. The *Official Bid Price Sheet* may be reproduced as needed.

1.14 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint proposal submitted by two or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact with regard to services and all Requirements.

1.15 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.16 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted in electronic format with your proposal.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy reflecting the same pagination as the original, and showing the empty space from which information was redacted.
- D. It is the responsibility of the vendor to identify all proprietary information and to ensure the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.17 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OSP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by OSP.
- H. Proposed services **must** meet or exceed the specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

1.18 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OSP.
- B. Vendors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the *Bid Solicitation* prior to submission of response.
- C. There will be no addenda to a *Bid Solicitation* three (3) calendar days prior to the bid opening, unless the addenda extends the bid opening date or cancels the bid.
- D. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.19 **AWARD PROCESS**

A. Award Determination

1. A State Procurement Official will be responsible for award and administration of any resulting contract.
2. Award **shall** be made on an all or none basis.
3. The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The vendor with the highest ranking proposal **shall** move forward to the next step in the solicitation process.

B. Negotiations

1. If the State so chooses, it **shall** have the right to conduct negotiations with the highest ranking vendor. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract, the State **shall** declare the vendor as non-responsive and will begin the negotiation process with the next highest ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. OSP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the OSP website for the posting of an anticipated award.

1.20 MINORITY BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs
- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute.
- D. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- B. OSP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.23 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.24 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. §

1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

- B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
 6. Integrating into networks used to share communications among employees, program participants, and the public
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.25 **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The respondent’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.26 VISA ACCEPTANCE

- A. Awarded vendor(s) should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.27 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OSP's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's proposal to be disqualified.

1.28 RESERVATION

The State **shall not** pay costs incurred in the preparation of a proposal.

SECTION 2 – MINIMUM REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 SCOPE OF WORK

- A. The vendor **shall** develop, administer, score and report the summative test for ELPA21, including the following major tasks and services. The vendor **must** provide error free products and quality assurance of all materials associated with the ELPA21 system. The criterion-referenced assessment **must** meet the requirements for approval by the U.S. Department of Education.
- Develop proposed timelines
 - Assessment Guide for each grade band
 - Test Delivery and Administration
 - Test Administration Training
 - Test Scoring and Analyses
 - Data Review
 - Accessibility Features and Accommodations Manual
 - Paper Forms
 - Large Print Forms
 - Low Vision and Blind (lv/b) Forms
 - Hand Scoring of Constructed Responses
 - Computer-based Objective Scoring
 - Practice Test
 - Test Administration Website
 - Online Assessment System
 - Technology-related Materials (e.g., Technology Guidelines, Online Assessment System Technology Manual, etc.)
 - Conducting Meetings, Webinars, and Conference Calls
 - Support Services including training webinars, and help desk services
- B. The assessment system **must** be securely computer-administered, with the exception of some writing items for K and 1, or when an alternative is provided as an accommodation, and will incorporate technology-enhanced items that allow students to indicate some responses in ways other than traditional item types (e.g., selected-response items).
1. The assessment system **shall** include more interactive item types, especially for speaking and listening tests; improve efficiency of data collection and management; increase security of test content and student data; and reduce administrative burdens on school and district staff.
 2. The ELPA21 instrument **must** reflect best practices in accessibility for all students, accommodations needs, and compliance with the APIP (Accessible Portable Item Protocol) Standard.
- C. The ELPA21 summative assessments for each of the six (6) grade bands (K, 1, 2–3, 4–5, 6–8, and 9–12) **shall** be administered February 1, 2016 – March 11, 2016.
1. Because ELLs arrive in schools with varying levels of English and academic proficiency, each grade band assessment will measure across a wide range of proficiency. These assessments will measure the students' level of English proficiency in the four domains of reading, writing, speaking, and listening.
 2. In addition, a comprehension score and an overall score **must** be reported by the vendor to ADE and all Arkansas districts and schools to facilitate monitoring of student progress.

- D. All printing (see definition of printing below) **must** be awarded to the lowest responsible bidder in order to comply with Amendment 54 and Arkansas Procurement Law. Vendor **must** retain any competitive bid documentation for a period of five (5) years from expiration date and final payment on the contract or extension thereof, and **must** provide copies to agency upon request.

Definition of Printing: "Printing" means the process of transferring images, by the use of standard industrial type printer ink, upon documents such as letterhead, envelopes, pamphlets, booklets, and forms. Arkansas Code Annotated § 19-11-222(b)(1).

- E. Throughout the term of this contract, as requested by ADE or as required the ELPA21 Consortium, or as required by law, ADE may choose to add or remove any services offered by the vendor under the scope of this contract. These services may be existing services as offered in the vendor's proposal, or they may be newly created services, or may be required as a result of newly enacted Federal and/or State mandates. Pricing for these services **shall** be negotiated if/when the services are added or removed; **shall** be consistent with current contract pricing for similar services; and **shall** be agreed upon in writing between agency and vendor prior to implementation of the service.

2.2 **MINIMUM VENDOR QUALIFICATIONS**

- A. Vendor **must** have experience administering an online assessment program of similar scope and size as required in this bid solicitation.
- B. Vendor **must** have existing system capable (i.e., software, equipment, staff, etc.) of supporting an online assessment program of similar scope and size as required in this bid solicitation.

2.3 **OVERVIEW AND BACKGROUND INFORMATION**

- A. ELPA21 is an enhanced assessment system designed to measure the English language proficiency (ELP) of English language learners (ELLs) and potential ELLs as they progress through their K–12 education. ELPA21 is designed for States by States and other assessment and content experts of English language development as an efficient means to provide students, parents, teachers, administrators, and communities with information needed to best support all ELLs as they work toward achieving ELP in support of college- and career-readiness. The system includes item development, test design, accessibility and accommodations, administration, scoring, and reporting.
- B. ELPA21 has developed and is committed to maintaining a system of valid and reliable ELP assessment instruments that align in deep and meaningful ways with its English Language Proficiency Standards. These standards can be viewed in electronic form at:
[http://www.ccsso.org/Documents/Final%204_30%20ELPA21%20Standards\(1\).pdf](http://www.ccsso.org/Documents/Final%204_30%20ELPA21%20Standards(1).pdf)
- C. The ELPA21 assessment system includes an annual summative assessment for each of the six grades/grade bands (K, 1, 2–3, 4–5, 6–8, and 9–12) for monitoring student progress, tracking accountability, certifying program exit, and guiding instructional placement.
1. All ELPA21 States will use this assessment and agreed-upon criteria for entry, placement, and exit from ELL programs. The State of Arkansas will not use this assessment for entry purposes until the ELPA21 Consortium completes the development of the screener.
 2. Test items for the summative assessments were field tested in 2014-15.
 3. The summative assessments **must** be ready for operational use beginning in the 2015-16 school year.

2.4 **TEST PROGRAM**

Vendor **shall** deliver test materials, develop and release a test administration platform, conduct quality assurance over all testing materials, the assessment system, and other resources, and provide high-quality editorial review and proofing.

A. Kickoff Meeting

1. One Kickoff Meeting **shall** be held within ten (10) days of the contract award. During this meeting ADE and the vendor **shall** establish timelines, establish working relationships and introductions, and provide a

framework of common understanding so that work can begin immediately. The kickoff meeting will include the state's assessment specialists that will be working on the project.

2. The meeting should be held in person and **shall** include approximately six (6) state representatives from the Office of Student Assessment.
3. The vendor **must** conduct the meeting, develop an agenda, provide a proposed timeline for entire project (see *Appendix E*), and produce meeting minutes.
 - a. *Appendix E: Schedule of Major Deliverables for SY 2015-2016* contains required deliverables for SY 2015-2016. The vendor **shall** work collectively with ADE during the kick-off meeting to determine a final schedule.
 - b. The schedule shown in *Appendix E* may be adjusted at the mutual consent of ADE and the Vendor.

Note: In the event renewal options are exercised, the vendor **must** develop a schedule for deliverables for the renewal period. Vendor **shall** provide this schedule to ADE for approval at the kickoff meeting for each renewal period.

4. The vendor **shall** assume the cost for the facility, audiovisual equipment, remote log-in access (e.g. web ex), and materials.
 - a. Location is to be determined through collaboration of vendor and ADE.
 - b. Agenda and materials **must** be approved by the ADE. All materials should be provided to ADE for review and approval one (1) week prior to the kickoff meeting.
 - c. For budgeting purposes, one, one-day meeting can be assumed.

B. Planning Meetings

1. Prior to all test administration activities, one planning meeting **shall** be scheduled to allow the agency and vendor to establish a final schedule of future work and deliverables.
2. Each planning meeting **shall** include approximately six (6) state representatives.
3. Vendor may conduct meetings in a virtual setting or in a face-to-face setting, with final determination by ADE.
 - a. Virtual meetings can be scheduled to take place in multiple sessions across a few days. ADE and the vendor will collaborate to determine the location.
 - b. If a face-to-face setting is preferred by ADE, the vendor **shall** assume the cost for the facility, audiovisual equipment, remote log-in access (e.g. web ex) and materials. For budgeting purposes a one-day meeting can be assumed for face-to-face meetings.
4. Agenda and materials **shall** be subject to approval by the ADE.

C. Programming Meeting

1. One programming meeting should be held to conclude plans for test scoring along with item analysis data reporting requirements and specifications that ensure the delivery and accuracy of scoring and reporting components of the online assessment system and program.
2. The vendor **shall** conduct the meeting, develop an agenda, and produce meeting minutes.
3. Agenda and materials **shall** be subject to approval by ADE.
4. Vendor may conduct the programming meeting in a virtual setting or in a face-to-face setting, with final determination by ADE.

- a. Virtual meetings can be scheduled to take place in multiple sessions across few days.
- b. If a face-to-face meeting is preferred by ADE, the vendor **shall** assume the cost for the facility, audiovisual equipment, remote log-in access (e.g. web ex), and materials.

5. For budgeting purposes, one two-day meeting can be assumed.

D. Cost for Meetings

In regard to any of the above referenced meetings, after contract award ADE **shall** determine the venue and method of these meetings, (i.e., virtual, on-site at vendor's location, on-site at ADE's location, etc.). Cost of the meetings **shall** be negotiated at that time.

E. Weekly Telephone Conference Meetings

1. Vendor **shall** conduct weekly telephone conference meetings with the agency to track project tasks and services and to discuss/resolve outstanding issues related to all aspects of the program
2. The vendor **shall** conduct the meetings, develop an agenda and project management report that shall be distributed two (2) days before the meeting, and produce meeting minutes within one (1) day of the meeting.
3. The weekly meetings **shall** be held via WebEx or comparable online meeting application.
4. It is highly recommended that the vendor use a GANTT-like project management tool.

F. Regular Communication

The vendor **must** maintain frequent contact with the agency via email and telephone. All materials and data **must** be uniquely identified, and full context including impetus and explicit need and timeline for follow up by the program manager contract holder **must** be included.

G. Project Report

Within one (1) month of the completion of assessment results, the vendor **shall** prepare a final project report that summarizes the contract's activities. The final document **must** be approved by ADE and at a minimum, **must** contain the following:

- A table of contents
- Overview
- Timeline of major activities
- Content development summary
- Online assessment system summary
- Summary of data and reporting activities
- Any other additional information relevant to the program.
- Graphs, charts, and diagrams should be included.
- Complete systems documentation as specified in the technical specifications of this RFP. .

H. Secure File Transfer Protocol (SFTP)/Online Directory

1. The vendor **shall** maintain an SFTP site for the receipt and transmission of data files and other deliverables between states and the vendor.
2. All such transmissions involving student level data **shall** be done in such a manner as to maintain confidentiality as directed under the Family Educational Rights and Privacy Act (FERPA).
3. The site should be well organized and maintained for the entire length of the contract.
4. Backup and recovery procedures **must** be established and implemented by the vendor.

5. The vendor **shall** provide a system that allows for the automatic registration of schools/students using an upload of a file prepared in a format specified by ADE.

2.5 **TEST DEVELOPMENT**

- A. Vendor **shall** conduct a review of item data after field testing items, and post-administration.
- B. The vendor **shall** produce all summative test forms, manuals, training materials, and ancillary materials.
 1. All materials **must** be posted on the test administration website and non-secure materials may also be shared on (the State's webpage), and in outreach materials produced by ELPA21 and its states.
 2. Forms **shall** be developed according to the specifications provided by ADE. All materials **must** be attractive, high quality, accessible, and error-free.
 3. For each publication, the vendor should submit a development plan to the agency for review and approval.
 - a. Agency's review of materials **shall not** be construed by the vendor as proofing and absolutely **shall not** relieve the vendor of responsibility for error.
 - b. Vendor's time schedule **must** reflect each review.
 - c. ADE **shall** have a minimum of five (5) working days for each round of review of any major materials (e.g., test forms, manuals, Assessment Guide) at all appropriate stages in the production process.
 - d. Throughout the term of this contract, ADE **shall** have the right to modify all materials, including reports, as the needs of the program change.
- C. Item Format
 1. The vendor **must** render multiple-choice items, constructed-response items, speech-capture constructed response items, and technology-enhanced items.
 2. Selected-response (SR) items **must** require students to select the correct answer among four choices and be scored as specified in the item specifications. The format may include traditional multiple-choice item type or non-traditional item type such as selection of one line in the text that supports a student answer or multiple-correct multiple-choice items.
 3. Constructed-response (CR) items **must** differ in structure based on grade/grade band but may include up to 4-point items that require students to produce an extended written response. The written response portion **must** be scored using a 0–2, 0–3, or 0–4 point scale. CR item prompts **must** use vocabulary and grammar structures appropriate for ELLs so as to prevent or minimize distortion of assessment results due solely to inadequate reading or listening comprehension skills. Student responses on CR items **shall** be scored by trained readers and/or automated scoring according to the scoring rubrics created for each item.
 4. Writing and Speaking Prompts **must** require students to produce written or spoken responses that may include, for example, giving directions, responding to a written communication such as a letter or an e-mail, describing and/or expressing an idea or opinion. Student responses to writing prompts or speaking prompts **shall** be scored by trained readers and/or automated scoring methods according to the scoring rubrics created for each item.
 5. Technology-enhanced (TE) items **shall** include items that use technology to require student response in ways other than multiple-choice format. For example, item response may include typing the answer in a box, completing a graph, or clicking and dragging a response to a specific location (drag-and-drop, using "hot spot" technology).

D. Assessment of Speaking Domain

1. The vendor's system **must** offer an innovative way to measure speaking assessment, and **must** provide a method to capture and evaluate spoken responses. The vendor's system should offer a mechanical interpretation and scoring solution for speaking assessment.
2. All mechanical interpretation, including artificial intelligence scoring solutions, **must** be cross-scored to ensure that the human scoring and machine scoring have inter-rater reliability and are aligned to the item-appropriate rubrics.

E. Metadata

1. ELPA21 has an item pool which will be released to the vendor. The item pool will include the following:
 - Item author
 - Item graphic image(s)
 - Voice recordings
 - All stimuli (with source identified) to accompany the item
 - The rubric
 - Grade level
 - Domain(s) assessed
 - Content practice
 - APIP compatibility information
 - Information on accessibility and accommodations
 - ELP standard to be assessed
2. The vendor **shall** be responsible for tracking item-level response data and student-level data and will disseminate data sets to any entity ADE designates with the requested data sets deliverable within one week of ADE's request.

F. Accessibility

1. All instructions and test items **must** address accessibility, APIP compatibility and accommodations, and **must** be brailleable or accompanied by a brailleable substitute/twin item that addresses the same concept at the same proficiency level.
2. The brailled portions of the lv/b forms **must** be available in both contracted and non-contracted braille, and reflect the transition toward Unified English Braille, as recommended by Braille Authority of North America (BANA).

G. Scoring Rubrics

1. The vendor **shall** apply established scoring rubrics for CR items, writing samples, and speaking evaluations (oral proficiency).
2. The written portion of CR items **must** be scored using a 0–2, 0–3, or 0–4 point scale depending on the item.
3. Scoring rubrics should have been written clearly enough to permit scoring by scorers with the greatest possible range of backgrounds while minimizing subjective variability in scoring.
4. Scoring rubrics will be unambiguous and valid in the sense that the assigning of different point values to different student responses makes the student score a valid summary of the inference(s) being made on the basis of the student work.
5. In the case of hand scoring, scoring rubrics used should lead to reliable scores and to make scoring of responses as rapid and accurate as possible.
6. In the case of hand scoring of CR items, a double-blind evaluation system **must** be used for at least a representative sample of 10% the responses.

H. Copyright/Proprietary Materials

1. Use of Copyrighted/Proprietary Materials

- a. The vendor **shall be must** provide documentation of permission to use any material that is restricted by copyright. Vendor **must** provide required documentation to ADE prior use of materials.
- b. Royalties **shall not** be paid by the ELPA21 Consortium, the State of Arkansas, or users of ELPA21 to original owners of any such content and the vendor **shall not** obligate the State or the ELPA21 Consortium to such payments.

2. Materials Developed for ADE

- a. All materials (e.g. resources, manuals, webpages, etc.) developed for this project **shall** become the property of ADE. The materials **shall** be considered proprietary and the copyright **shall** be held by ADE.
- b. These materials **shall not** appear in other instruments or publications used in or out of the ELPA21 states without prior written approval of ADE.

I. Test forms and Manuals

1. ELPA21 is committed to innovation in assessment, which is reflected in a disposition of constant improvement to achieve aspirational goals in the following descriptions of test forms.

2. Summative Assessment

- a. Fixed forms of the ELPA21 computer-based summative assessment **must** be produced for the first year of this contract. It is an aspirational goal that staged adaptive tests will be developed for use at all grade bands, replacing the fixed form orientation for standard forms and for lv/b forms in the second and following years.
- b. In the event renewal options are exercised, the vendor **must** collaborate with ADE to determine the need and development of both fixed forms and staged adaptive test forms including the number of stages and testlets.

3. Assessment Framework

- a. The ELPA21 Consortium will provide an assessment framework including the basic test design, test blueprint, minimum numbers of items for each ELP standard, specifications for various types of test items, content parameters for each domain test, accessibility principles, etc. to the vendor.
- b. The assessment framework **shall** be used by the vendor to guide operational test form construction and ongoing item development. This document will also be expanded to become the Assessment Guide that teachers can use to prepare their instruction.

4. Assessment Guide

- a. The vendor **shall** develop, review, and revise an Assessment Guide for each grade band. The document **must** describe the overall design of the test and provide detailed test specifications and basic accessibility principles. In addition, the document may include sample test questions for each test item format and for each PLD, sample scoring rubrics, and key concepts of each ELP standard.
- b. The users of the Assessment Guide will be teachers and other test administrators.
- c. The vendor **must** work with ADE to produce the final version of the Assessment Guide.

5. Field Test New Items

- a. The vendor **shall** develop a plan for new item try-outs, including embedding new test items in the operational summative test, and a plan for assigning those items to participating students using a stratified random method to ensure a minimum number of students with relevant background characteristics (e.g., disability, proficiency level, SES, language of origin, etc.) try out new items.
- b. The test functions should reflect best practices in accessibility for all students, accommodations needs, and compliance with the APIP (Accessible Portable Item Protocol) Standard.
- c. It is estimated that 100 items per grade band will need to be field tested annually.

J. Accessibility Features and Accommodations

1. Vendor **shall** update the ELPA21 Accommodations Manual in cooperation with the ADE to include state specific information as requested.
2. To ensure that students with different levels of English language proficiency and ELLs with disabilities are able to demonstrate their ELP knowledge and skills on the ELPA21 assessments, the tests **must** be designed to eliminate or minimize any factors that are irrelevant to measuring the constructs represented in the ELP standards and test specifications. Toward this end, ELPA21 has carefully determined the desired accessibility features and accommodations. Vendor **must** include these features to the full extent in the tests. See Appendix A.
3. The access features and accommodations are likely to include text-to-speech, magnification and amplification capabilities, color contrast, and compatibility with assistive technology devices, among others.
 - a. The test delivery platform should also be responsive to students' need to take breaks during the assessment. Features that reflect universal design also will likely need to be built into the system; these include features such as highlighting, mark for review, a digital notepad, and writing tools (e.g., bold, italic, underline, cut, copy, paste).
 - b. In addition to the features that will be embedded in the online assessment, ELPA21 is identifying those that will be available outside the technology platform and locally provided. All of these **must** be provided to students who need them during the assessment.
4. In addition to those accessibility features and accommodations provided via the technology platform and those provided outside of the platform, it is expected that special forms of the assessment will be needed. These include large print forms and electronically-delivered forms for use by low vision/blind students. The vendor **shall** provide ADE with further details about available accessibility features during the kickoff meeting.

K. Low Vision/Blind (lv/b) Form

1. Vendor **must** product one comparable test form for each grade band for summative administration using contracted and non-contracted braille for the braille portions.

 Note: In the event renewal options are exercised, the vendor **must** develop and produce additional forms during years two (2) and three (3) of the contract for a total three (3) different Low Vision/Blind Forms.
2. The lv/b forms for each grade band **shall** be electronically administered in part, designed for paper-based, linear braille presentation in part, and be supplemented by some items that have physical administration requirements (e.g., provision of realia).
3. The vendor **must** designate a person knowledgeable in brailing to proof the braille portions.
4. The vendor **must** give ADE evidence that all braille portions are developed correctly, **shall** make test forms and all supplementary materials available for review prior to reproduction, and **shall** assume final responsibility for the accuracy of the lv/b test instrument.

5. Supplemental instructions for test administrators administering an lv/b form and procedures for transferring responses **must** be provided to ADE by the vendor as needed.

L. Large Print Forms

1. Vendor **must** produce a standard test form in paper format for each grade band for students with visual impairments documented in IEP or 504 plans who cannot participate in electronic testing. The large print form should be delivered in the most efficient and feasible manner to support ADE. Supplemental instructions for test administrators administering a large print form and procedures for transferring responses, if appropriate, should be provided as needed.

Note: In the event renewal options are exercised, the vendor **must** develop and produce additional forms during years two (2) and three (3) of the contract for a total three (3) different Large Print Forms.

M. Paper Format Forms

1. The vendor **must** develop a comparable paper format form for each grade band (K, 1, 2-3, 4-5, 6 – 8, 9 – 12) for the summative administration.

Note: In the event renewal options are exercised, the vendor **must** develop and produce additional forms during years two (2) and three (3) of the contract for a total three (3) different Paper Format Forms for each grade band.

2. Arkansas anticipate using a paper and pencil format as an alternative to computer administration for the operational assessments under the following circumstances:

- A student's IEP or 504 plan requires the use of paper-based testing.
- A student's IEP or 504 plan requires that printed copies of the test items be provided.
- School requests and is granted a waiver from online testing by the ADE.

Note: At this time, the number of schools that may be technologically unprepared to engage in electronic testing in 2015-16 is unknown.

3. The vendor **must** develop test administration materials, including test administration directions, applicable to the administration of printed paper format test forms, including large print, for the summative administration. Vendor **shall** be responsible for cost of paper format forms, including but not limited to ordering, delivery of materials, scoring and reporting should be separately estimated but included in the proposal as a point of information.
4. Currently, selected writing items for Kindergarten and Grade 1 in the summative test administration are proposed to be delivered using a paper format in order to capture students' production of written text. Costs associated with the administration of these writing items to all Kindergarten and Grade 1 students, including test administration directions, should be included in the costs to develop and produce summative test forms as there is no electronic alternative. Vendor can use 4000 students per grade to base all cost estimations.

N. Translations

General test directions **must** be translated in the top five (5) languages as determined by ADE upon award of the contract. ADE will provide a list of the top languages to the vendor after award

O. Test Administration Manual (TAM)

1. The vendor **shall** develop and compose one test administration manual for each grade band for the summative tests. The manual **must** contain the following:
 - General information about how to conduct the test
 - Specific test administration instruction
 - Overview of the online assessment system
 - Accessibility and accommodations information
 - Checklists
 - A brief list of the steps a user might take to solve common technical problems
2. The manual will be used to train school staff on the use of the online assessment system and be accessible as a reference.
3. The vendor **shall** ensure that the manual proofs are free of typographical and style errors before they are submitted to ADE. At least three rounds of review by ADE and the vendor are required.
4. The vendor **shall** ensure information contained in the manual is correct.
5. Vendor **must** provide the final document to ADE as follows:
 - a. PDF digital resource (including bookmarks and an index) that allows the user to read and print in PDF format.
 - b. Printed copies at a ratio of 1:15 TAMs to students.

P. Test Coordinators Manual

1. The vendor **shall** develop a test coordinators manual for the summative test, which explains steps to be followed to prepare for testing, and instructions on what to do during testing, as well as what should be done following testing. The manual **must** contain the following:
 - Information about how to prepare for the administration
 - Screenshots/steps for completing tasks in the online assessment system
 - Accessibility and accommodations information
 - Checklists
2. The vendor **shall** ensure that the manual proofs are free of typographical and style errors before they are submitted to ADE. At least three rounds of review ADE and the vendor are required .
3. The vendor **shall** ensure information contained in the manual is correct.
4. The final document **must** be packaged as a PDF digital resource (including bookmarks and an index) that allows the user to read and print in PDF format and provide one printed copy per district.

Q. Test Administration Website

1. The vendor **must** provide, host, and maintain a professional website that serves as a central location for all information relevant to test development, test administration, and the online assessment system.
 - a. This website **must** display and house all manuals, resources, and guides, and **shall** provide log-in/password access for all administrative users.
 - b. It **must** present accurate, error-free, edited, professional content and information with thorough quality check and validation.
 - c. The vendor **must** coordinate with ADE in regards to all content on the website.

2. During weekly telephone conference meetings, the vendor **must** provide a summary and updates on progress of the test administration website and its content for use on www.arkansased.org and in other state and publicly disseminated materials.
3. The vendor **must** include ELPA21's logo, mission, and vision, and provide a hyperlink to ELPA21.org on the Test Administration Website.
4. The website should also include a search function from the home page and within the password protected area.
5. Analytics for the site **shall** be shared monthly with ADE, and the vendor **shall** make adjustments to the site based on those analytics. For example, if a specific document is being accessed frequently, that document will be moved to a more prominent location on the website.

R. Test Security

Test items and scoring rubrics **shall** be maintained by the vendor as secure materials.

S. Technical Reporting

1. The vendor **shall** be responsible for designing, writing, and producing an annual technical report to provide documentation of all technical work associated with test administration.
2. This report should provide sufficient information to allow for an independent evaluation of the quality of the assessment and should include an executive summary.
3. The technical report **shall** be reviewed by ADE before a final document is produced.
4. The vendor should provide the final technical report to ADE in both hard copy and electronic formats. The hard copy report (1 copy) should be professionally bound and labeled. In addition, an executive summary should be developed and included in the report.

T. Final Project Report

1. At the end of the contract year, the vendor **shall** prepare a final project report that summarizes the year's activities for all development tasks.
2. This project report should also include all the conference call minutes and memos for major decisions, planning meeting minutes, and major decisions related to this contract.

2.6 TEST ADMINISTRATION TRAINING

A critical change that results from this procurement is the transition from a paper-based assessment to an electronically-delivered assessment to measure English language proficiency. Therefore test administration training **shall** be critical to the success of the operational assessment.

A. Comprehensive Training Plan

1. The vendor **shall** develop a comprehensive plan that specifies approaches and strategies for administration training and support for the summative test.
 - a. The approach **must** include appropriate manuals (including the test administration manual and the test coordinators manual, mentioned above) and a comprehensive training plan for the summative test.
 - b. The training plan **must** include training materials and events, as well as appropriate support services available prior to, during, and following the administration of the test window. In addition, the training plan **must** identify a proposed schedule for developing and making available all training materials and events in support of the tests.

2. The vendor **must** work closely with state leaders and project staff to develop the comprehensive training plan.
 - a. The plan may include virtual meetings (e.g., webinars) and/or interactive technology-based training resources (e.g., videos, narrated PowerPoint slide sets, etc.) for test coordinators, technology coordinators, test administrators, and teachers.
 - b. The training plan should address training opportunities for students (e.g., practice tests, guides, and sample materials) and options for how test administrators may certify that they meet minimum requirements to administer the assessment with fidelity. This is critical for the administration of any paper-format test forms by school test administrators, as well as the administration of any accommodated forms requiring scribing or transcription of student responses.

B. Practice Test

1. The vendor **shall** produce an online practice test that includes approximately 20 sample ELPA21 items for each grade band that will be provided by the Consortium. These 20 items will cover all response types (6 TEs, 4 CRs with text response, 4 CRs with spoken response, and 6 SRs) and all delivery formats (at least 4 items requiring headphones, at least 4 items requiring multimedia, at least 2 scenarios with multiple items, and at least 4 items with graphics.)
 - a. ADE will identify sample items to the vendor that can be used, including from the field test practice site.
 - b. In building the practice tests, the vendor should consider how a single set of practice tests could address preparation for the summative tests standard administration, and for the use of assigned accommodations.
 - c. In addition, the vendor **shall** design an online practice test that includes items appropriate for use by lv/b students, demonstrating typical response types.
 - d. The practice tests may include a navigation tutorial that demonstrates the features students will use to progress from item to item; alternatively, a navigation tutorial may be a stand-alone experience.
2. The practice test for each grade band **must** reflect the accessibility features and accommodations that will be available for the operational assessment.
 - a. The practice test will be delivered via the vendor's online assessment system.
 - b. Load testing results **must** be provided to ADE with 30 days of the award of contract.
 - c. The practice test, and UAT protocol and Use Cases should be delivered for User Acceptance Testing to the ADE within 45 days of signing of the contract.
 - d. The practice test **must** go live by January 4, 2016.

C. Pre-Test Training Workshop Webinars

1. The vendor **must** conduct two (2) Pre-test Training Workshop Webinars to district-level test coordinators and technology coordinators in the winter of 2015 and mid to late January 2016. District-level test coordinators and technology coordinators will use the materials provided during the workshop to train school-level test coordinators.
 - a. The first workshop **must** focus on enrollment file upload, accommodation and accessibility functions, and secure registration features.
 - b. The second workshop **must** focus on administration, user guidelines, and other aspects of the online administration system.

2. The vendor **must** prepare a PowerPoint presentation, administration manual, and user guide two (2) weeks prior to the workshops.
 - a. The administrative manual **must** address the test purpose, test administration, security features and issues, etc.
 - b. The user guide **must** provide step-by-step instructions (with screen shots) for test administrator and student login, the Personal Needs Profile - like tool, specifications about the computer platforms and operating systems supported, and resolutions to common technical problems encountered.
3. One week prior to the webinar, the vendor **must** provide all materials that will be presented during the webinars and then to be made available for training to ADE for review and approval. Additionally, the names and resumes of the personnel responsible for conducting the webinars should be submitted to ADE for approval. The presenters **must** be knowledgeable about the online assessment system and test content and **must** have sufficient experience to conduct a webinar for district and school personnel.
4. The presenters **must** to present a “dry run” of the webinar prior to delivery and **must** submit the PowerPoint deck to ADE for approval.
5. The vendor **must** save the webinars as a video and audio file and **must** make the file available as a link on the State’s webpage within three (3) days of the webinar for those wishing to review the content.
6. In addition a technical set-up guide **must** be offered to district technology coordinators, with follow-on support through the Help Desk.

D. Online Assessment Program Webinar

1. The vendor **must** conduct two (2) informative webinar sessions for state leaders.
 - a. The vendor **must** prepare a PowerPoint presentation and provide a demonstration of the system.
 - b. The vendor **must** explain how to conduct the online administration, how to use the online assessment system, how to retrieve reports, etc.
2. The first (1st) webinar **shall** occur no later than two weeks after award. ADE will determine the date for the second (2nd) webinar after contract award.

E. Online Demonstration Site

1. The vendor **must** develop an online demonstration site that **shall** be available as a link from the State’s webpage. A description of this site and its functionality **must** be provided to ADE for use in state and publicly disseminated materials.
2. The online demonstration site is part of the test administration system and should be developed by the vendor. It **shall** function as the most current version of the online assessment system and **shall** generate accounts for various users (e.g. District Test Coordinator [DTC], Technology Coordinator, School Test Coordinator [STC], Test Administrator, and student).
3. Users **must** be allowed to interact with the system and practice using the main components. Practice should be self-paced. The site can be a training site for DTCs or STCs to train test administrators.
4. The online demonstration site **must** also include a help function to assist with the resolution of common technical problems encountered.

F. Help Desk System and Services

1. The vendor **must** provide a two-tier system that supports school and district test coordinators.
 - a. Tier 1 support **must** include an email help link on the system's home page and a toll-free number. The Help Desk staff **must** provide answers within one (1) business day to emails written to this address. The vendor **must** promptly correct problems or errors as they are identified.
 - b. Tier 2 support **must** include direct support to district test coordinators and technology coordinators via phone calls or emails during registration and testing, including high-level technology questions about the online assessment system. Experienced Help Desk staff should assist district personnel immediately and inform ADE once the issues are resolved. Response times for phone calls and chat requests **must** be fewer than three (3) minutes and for emails fewer than ten (10) minutes.
2. The Help Desk **must** be available as follows:
 - a. 7:00 a.m. to 5:00 p.m. Central Time, during the registration and test administration windows for the summative tests (within 30 days of award through April 1, 2016)
 - b. 9:00 a.m. to 4:00 p.m. Central Time (April – August)

Note: In the event renewal options are exercised, ADE will provide the vendor with a schedule for required help desk availability for the renewal period.
3. The Help Desk **must** be staffed with experienced Customer Service Representatives (CSRs) who receive training and are proficient in customer service best practices.
 - a. These CSRs **must** be trained by vendor's program staff knowledgeable about the ELPA21 assessments in order to respond accurately to school, school district and SEA phone calls, emails, and other correspondence.
 - b. Vendor **must** provide to ADE, upon request, information on how training is conducted, what is used for training, and who conducts the training. The vendor must also provide information on how training is conducted for all subcontractors that may be used in completion of this task.
 - c. CSRs **must** be familiar with materials such as manuals, user guides, student test directions, as well as data privacy and test security requirements.
4. The vendor **must** develop a FAQ and scripts for CSRs to help answer questions, which are provided to ADE for review and approval.
5. For any issues impacting student assessment or the demonstration site of the practice test, the vendor **must** provide a concise and descriptive message that the Communications lead will send to the District Test Coordinators.
 - a. Each call or email should be given a unique tracking ID, and ADE **shall** be given a daily status report.
 - b. Any technical malfunctions related to registration, student testing, accessibility features or accommodations, and data collection/management, including how they were corrected, **must** be summarized and reported to ADE.
6. ADE **shall** have the right to reject the vendor's selection of a help desk staff, in which case the vendor **must** provide an acceptable replacement.
7. The CSRs **must** be able to differentiate questions that are policy related and should be answered by SEA staff, and those that are to be answered by the vendor.
 - a. Technical issues arising during a test window that cannot be resolved by CSRs immediately **must** be transferred to vendor's technical support immediately.

- b. If students are in the classroom and unable to test, the call **must** be moved to technical support immediately for resolution or a recommendation **must** be provided to have students test at a later time if the problem cannot be resolved within 15 minutes.
- c. Technical support **must** work with the district until the issue is resolved. Technical issues unresolved after 24 hours require detailed daily status updates to ADE. If ADE determines the situation warrants a site visit by the vendor, it **must** occur within 24 hours or by agreement with the district. In cases where the onsite staff is unable to resolve the issue within 48 hours, the vendor **must** arrange for a higher skilled staff person to visit and resolve the issue.

2.7 **RESPONSE SCORING TASKS**

- A. Vendor's system **must** offer a cost effective and reliable method for scoring constructed responses, and **must** use both hand scoring and computer-based objective scoring.
- B. The ELPA21 tests will include constructed-response (CR) items that embrace a range of knowledge and skills. The vendor **must** make all arrangements to provide hand scoring of student responses to CR items. Vendor **shall** select and train scoring directors and readers and conduct scoring activities for all constructed-response items; identify papers suspected of plagiarism, teacher interference, and troubling content.
- C. Vendor **shall** score all selected-response, constructed-response, and technology-enhanced items, and provide reports and data files, and **shall** be responsible for all activities associated with this task including:
 - Assuring that scorers are properly trained to hand score the responses according to the rubrics provided by the Consortium.
 - Providing the student responses to the hand scorers.
 - Monitoring the accuracy of the scoring.
 - Retrieving those scores from the hand scorer.
 - Inserting those scores into the score files.
 - Providing documentation to ADE of the hand scorers' processes.
 - Providing daily scoring reports to ADE during the test administration upon request.
- D. **Hand Scoring Process**
 - 1. Based on the rubrics provided by the Consortium, the vendor **shall** provide a scoring guide and training materials for each scoring team leader and each reader. The final scoring guides, training papers, recalibration sets, and validity papers should be approved by ADE.
 - a. The vendor **shall** be responsible for all costs and arrangements related to the rangefinding meetings at the state level. This includes arrangement for meeting spaces, and meeting materials, as well as travel reimbursements (hotel, mileage, meals) for ADE approved practitioners. In addition, the vendor **must** provide daily substitute teacher reimbursement (\$120 per day, average) where applicable.
 - b. The vendor **shall** also assume the cost for scorer payment, the facility and materials.
 - c. The vendor **shall** handle all the administrative tasks relative to processing the payments mentioned above.
 - 2. The hand scoring process **must** meet industry standards, which means quality control in all aspects, including the choice of training materials and the training of scoring personnel, as well as the ongoing monitoring of the scoring personnel and scoring process (score reports, read-behinds, agreement rates, etc.)
 - a. The training and scoring **must** be closely monitored and immediate action taken when scoring issues arise and should not rely on the post-hoc identification of potential problems.
 - b. Scoring reports should be provided to ADE for review.
 - c. Communication between the vendor and ADE **must** be maintained during all facets of the hand scoring process.

- d. The vendor **shall** collect and provide to ADE evidence concerning the reliability of hand scoring procedures. This evidence should include, but is not limited to, measures of inter-rater consistency.
3. All constructed-response item responses (short answers and extended constructed responses) **shall** be scored by computer-based objective scoring if feasible or by one reader plus 10% read-behind.
 - a. The writing topic responses **shall** be scored by two readers.
 - b. A third reader is required to resolve the scores of the first two readers when their scores are *not* adjacent.
4. Hand scoring should be done on-site at a central location. .

E. Scoring Project Leader

1. The vendor **must** select a Scoring Project Leader. The Scoring Project Leader should have the following qualifications:
 - a. Four-year college degree.
 - b. Strong background in and experience with ELL assessments that include open-ended responses.
 - c. Sufficient experience to establish and maintain appropriate standards throughout the hand scoring process.
2. The Scoring Project Leader **must** be able to adopt all final score-point decision rules from ELPA21, to explain the subtleties of hand scoring, and to be firm in their application.
3. The Scoring Project Leader **shall** work with ADE in developing and finalizing the scoring guides, choosing anchor papers, choosing recalibration and validity papers, and providing full-time supervision of the hand scoring process.
4. The Scoring Project Leader **shall** be on site throughout the training and scoring session and **shall** attend planning meetings with the state's staff to plan all scoring activities.

F. Scoring Directors

1. Scoring Directors will work under the direct supervision of the Scoring Project Leader. They **must** have, at a minimum, a four-year college degree and considerable experience in scoring constructed responses produced by English language learners.
2. The Scoring Directors **must** adhere to scoring standards set by ADE; **must** resolve problems created by the specific items, scoring rubrics, and individual differences in interpretation; and **must** ensure that readers score papers according to the standards.
3. Scoring Directors **must** attend the range finding meeting and **must** be on site throughout the training and scoring sessions to monitor reader performance, provide recalibration and retraining, and conduct read-behinds to be sure readers are not drifting from the criteria.

G. Readers

1. Readers **must** have at least a four-year college degree and have expertise in the content to the extent possible. Experience teaching ELLs is a plus but not a requirement for scoring.
2. Vendor **must** establish protocols that will be used to ensure consistency in the training of scorers, which **must** include initial training, initial certification, and monitoring for scorer drift, and re-training and re-certification.
3. A cross section of Readers in terms of age, ethnicity, and gender is important. Previous experience in similar projects should be documented and provided to ADE upon request.

H. Training Site Facility

1. ADE **shall** have the right to monitor training and scoring.
2. The vendor **must** propose the training site during the planning meeting. The scoring rooms **must** be quiet, well-ventilated, and spacious. Furnishings should include sturdy work tables, good lighting, and comfortable seating with a minimum of distractions.

I. Plagiarism

1. The vendor **must** have procedures in place for handling plagiarism.
2. When students' responses containing exact or almost exact replication of words, phrases, or format are identified, the scoring director **must** notify ADE within 48 hours of discovery and provide electronically or in paper format the suspect student responses and a document including demographic information such as state, district, and school names and codes, test administrator name and code, and student name. Following examination, ADE may require the vendor to void these responses.

J. Disturbing Content

If student responses with disturbing content are discovered during the scoring process, the scoring director **must** send copies of the content with student identifying information to ADE immediately upon discovery.

K. Reader Reliability and Score-Point Distribution

1. During the course of the summative test scoring, the vendor **shall** supply to ADE reports for each of the CR items. At a minimum, these reports **must** include
 - Agreement rates
 - The reliability of the readers' scores
 - The score-point distribution
 - The number and percentage of responses scored automatically and by human scorers
 - The number and percentage of responses that were not scorable
2. Vendor **must** have a quality assurance plan that ensures the reliability of humans scoring procedures.
3. At the end of the summative test administration, the vendor **must** summarize the scoring of all CR items and provide the report to ADE.

2.8 ASSESSMENT RESEARCH AND REPORTING

A. Item Analysis and Calibration

The vendor **shall** produce descriptive statistics of test data, using both classical and Item Response Theory (IRT) modeling.

NOTE: All test analysis and reporting activities **must** be conducted according to the most recently published version of the Standards for Educational and Psychological Testing (AERA, APA, NCME).

B. Data and Reports Processing

1. The reporting process starts with recording and processing student responses and is completed by producing data files and reports for all the activities and deliverables set forth jointly with ADE.
2. Specific processing rules and data requirements **must** be clearly communicated and documented. All the processing requirements and specifications **must** be documented based on the ADE's decisions. The processing rules document **must** detail the processes and procedures used in each development and processing step.
3. The vendor **shall** develop a system to ensure the accuracy of test scores and delivery of reports and files on time.

4. The vendor should implement the most efficient system that begins with preparing student registration files for the summative test administration and culminates with the posting of data files online. A parallel quality assurance system **must** also be developed and implemented at each stage.
5. During each step, samples of work that represent the actual process **must** be presented to ADE for review and approval.

C. Score Reports

1. Summative Administration

- a. The specific information to be included on the individual student score reports (ISRs) will be determined and approved by ADE.
- b. One printed copy of ISRs **must** be provided for each student in English and shipped to the district where the student tested.
- c. The single-page format of the ISRs **must** be approved by ADE and customized for Arkansas with appropriate 'branding,' e.g., the State's logo.
- d. The vendor **shall** also provide an option for ISR templates in downloadable PDF format in the top 10 languages spoken in Arkansas as identified by the Home Language Survey that district staff may use to populate with student information and print for distribution to the student's family.
- e. The system and training to use translated ISRs **must** be provided by the vendor.
- f. The vendor **shall** be responsible for the cost of printing and shipping ISRs (printed in English) to each district. All ISRs **must** be shipped in a secure manner (e.g., including tracking numbers on all packages and requiring signatures upon delivery, etc.).
- g. The vendor **must** also provide an option to provide PDFs that can be locally printed from a secure website, or from a CD or USB flash drive that is securely delivered to each district.
- h. The following reports **shall** be prepared and made available electronically, via secure website or on CDs or USB flash drives securely delivered to each district:
 - Student Roster Report (PDF) – This is a roster of the performance of all students in the school after Records Reconciliation.
 - District Report (PDF and Excel, or other ADE and vendor agreed upon format) – This report shows the performances of all students in the district after Records Reconciliation.

2. State Report

- a. Vendor **must** provide a general research file (GRF) to ADE showing the performances of all students in the State who tested on the summative test, including those who used an lv/b form. The format **shall** be defined by ADE.
- b. The file **must** allow for disaggregation by student demographic factors (e.g., gender, grade, language background, etc.) and by disability status.
- c. The State Report can be accessed electronically using encrypted protocols such as SSL, step or scp.

3. Consortium Report

- a. The vendor **shall** work with ADE on a mutually agreeable report that may be shared with the Consortium.
- b. The vendor **must not** share student data of any kind without the prior written permission of the ADE.
- c. These files can be accessed electronically using encrypted protocols such as SSL, step or scp by ADE

D. Test File Layout

1. The vendor **shall** work with ADE to determine the test file layout and format. The file layout should be documented clearly and should include:
 - Field names and descriptions
 - Values and value definitions
 - Field starting and ending positions
 - Additional comments
2. A test data file **must** be delivered to ADE according to the schedule.

E. Scoring

1. The vendor **shall** score every response from students participating in the test.
2. If a student score is voided due to plagiarism, cheating, or administrative error, that student's responses should be voided.
3. Computer-based objective scoring **shall** be used for selected-response items, technology-enhanced items, and some constructed-response items which can produce a look-up list from student responses to the test items or for which there is a finite, definable set of correct responses.
4. Vendor **must** have a quality assurance plan for scoring.

F. Psychometric Services.

ADE may require the vendor to participate at the state's quarterly TAC meeting(s), and that such participation **shall** be provided at no added cost to the state. Vendor may participate virtually.

G. Bridging Studies

1. ELPA21 member states currently use a variety of instruments for summative assessment. It is anticipated that Arkansas will want to conduct a separate bridging study in 2015-2016 to recalibrate accountability targets, Annual Measureable Achievement Objectives 1 and 2.
2. The vendor **must** conduct the bridging study and **must** present results to ADE during the appropriate TAC meeting.

H. Technical Reporting

1. The vendor **shall** design, write, and produce annual technical reports that provide documentation of all technical work associated with the summative test, as well as for field-testing new items.
2. The report **must** address modifications, enhancements and current practice. The content of the reports **must** include detailed narrative descriptions of item statistics review, validity and reliability evidence, scaling, and score reporting.
3. The reports **must** provide sufficient information to allow for an independent evaluation of the quality of the assessments and will be used for the Peer Review submission.

4. Each technical report may be reviewed by ADE before a final document is produced.
5. The vendor **shall** establish and document methods to collect evidence of the reliability of test scores and the scoring of hand scorable items. Evidence of test score reliability **shall** include but not be limited to inter-rater reliability, internal consistency of total scores, and decision consistency. The use of focus groups including teachers, administrators, and other knowledgeable practitioners, may be used to inform and refine the scoring process.
6. The vendor may submit a single technical report or multiple reports. Technical documentation provided with the report **must** include, but is not limited to, the following contents:
 - Assembly of Test Forms
 - Field Testing Items
 - Test Administration
 - Test Accessibility and Accommodations
 - Scoring and Scorer Reliability
 - Aggregated Results
 - Score Reporting and Interpretation
 - Validity Evidence

2.9 ONLINE ASSESSMENT SYSTEM

- A. Vendor **shall** design and develop all features and functions of the online assessment system as specified in the RFP. The vendor **shall** ensure that the system runs smoothly and quickly with no content, programmatic, or technical errors.
- B. The online assessment system **must** allow for registration and delivery of tests to the students selected to take the summative test, including:
 - The ability to support a variety of items and item types
 - The ability to include resources
 - Flexible navigation
 - Accessibility features and accommodations
 - A student log-in screen
 - Directions
 - A professional appearance
- C. The interface for test administrators **must** be intuitive and easy to use. The vendor **shall** provide services to maintain system integrity, high-performance server architecture, and server configuration.
- D. The online assessment system **shall** be hosted at a Tier 3 or higher data center, which **must** be in the continental United States, and **must** have built-in redundancy to protect against unplanned outages.
 1. Daily system backups **shall** be performed by the vendor, including off-site disaster-recovery copies.
 2. The vendor **must** provide all hardware, networking services, and software.
 3. The system should be developed using a 4-tier platform consisting of a development server, a staging server, a Quality Assurance (QA) server, and a production server.
 - a. The development server **must** be used by the vendor's programmers to develop the software components.
 - b. The QA server **must** be used by the vendor's QA staff to perform functional and system tests, and the staging server will provide an environment for ADE to preview system changes before the changes are moved to the production environment.
 - c. The production servers **must** be considered the "live" environment and **shall** be accessed only by system users (e.g., DTCs, STCs, teachers, and students).

- E. The vendor **shall** provide all necessary system enhancements and new versions during the course of the contract at no additional cost. During the term of the contract, it **shall** be necessary to modify the software to accommodate normal fixes and system enhancements.
1. The vendor **shall** provide software maintenance and support normal fixes and system enhancements.
 2. Vendor **must** inform ADE in advance of changes that may disrupt the service to ADE and other system users.
 3. Planned system outages **must** be scheduled at times when there will be no or minimal disruption to system users.
- F. The system should be interoperable based on the standards being developed for most state assessments, and complies with industry interoperability standards (CEDS, AIF, SIF, QTI, APIP, etc.)
- G. Hardware and Software Requirements
1. The online assessment system **shall** be delivered via a secure Internet-enabled web-based application. The system **shall** be hosted by the vendor at a Tier 3 (or higher) data center, and **must** integrate with the data, test item, and test construction systems. The only exceptions are portions of the lv/b forms using realia and paper-format forms. The system **must** allow for efficient access to data and test items by ADE.
 2. Formats for data and items to be used with the system are similar to those used for current testing efforts (e.g., PARCC and Smarter Balanced) and will reflect the data dictionary that will be provided when the contract is awarded.
 3. Based on the requirements of ELPA21, tests **must** be delivered within a secure, web-based application that restricts access to the desktop and internet. The secure web-based application **must** remain compatible with current browser and operating system releases and **must** function and be maintained on current releases of Windows, Chrome, Macintosh, and Android systems. The vendor should expect users to access the system via the following operating systems and browsers.
 - a. Operating systems: Windows 7+, Mac OS X 10.6+ , Chrome OS
 - b. Mobile operating systems: iOS 6+, Android 4.1+
 - c. Browsers: IE 8+, Firefox 26+, Chrome C31+, Safari 7+
 4. The system **must** support input via mouse, keyboard, or microphone.
 5. They system must utilize proctor caching to decrease the bandwidth required to administer the assessment.
 6. Detailed specifications for the optimal headsets that will be used by students for the speaking and listening components of the tests are in *Appendix B*.
 7. The online assessment must be securely accessible via tablet, laptop, and desktop computers. Developers should plan for a minimum resolution of 1024x768 and screen sizes of nine inches or greater. (See *Appendix C*.)

8. Software Functional Requirements: Vendor's software **shall** include the following functionality.

	Required Functionality
Source of Items	An automated interface allowing ADE, or designee, to import test items in various formats (e.g., multiple-choice, constructed response, technology-enhanced, etc.) from ELPA21's item bank. Batch importing via XML must be available as well.
Production Cycle	The system must have separate development and production servers for quality assurance and version control.
Review of Items	The system must include a secure administration GUI that allows for review of available tests, items inserted into the system, and import and export of test items. Methods must be available to check item availability in development vs. production.
Test Interruption	The system must recover data from any unforeseen test interruption and return the test-taker to the point of interruption.
System Availability	Tests must be available from 7:00 a.m. to 5:00 p.m. Central Time; reporting and administrative functions must be available 24/7 exclusive of scheduled maintenance.
System Usage Reports	The system must allow authorized state administrators access to monitor and view tests that are started, completed, in-progress, and paused; search for and view individual student responses; and, collect system data about response changes (from right to wrong and wrong to right), response time for each item, and start and end times for each test.
Item Types	Multiple-choice, constructed response, short answer, technology-enhanced
Accessibility and Accommodations	The system must comply with the provisions of the Americans with Disabilities Act of 1990, and Section 508 of the Rehabilitation Act of 1973, including capacity to adjust font size, text to speech, and other access features and accommodations specified by ELPA21 states. Accommodations will be entered into a Personal Needs Profile – like tool by educators prior to testing.
Personal Needs Profile (PNP) – like Tool	The system must provide functionality to support the creation of profiles provided by the state. These profiles will be used to assign designated accommodations to students.
Exportable Files	The system must provide output file according to the ELPA21 specifications, including all items, test history, variables, statistics, student response by item etc. All digital output files should be encrypted while in transit. The system must back up/protect student responses.
Use of Secure Student ID	Student test records must be identified with the state student ID and a unique system-assigned ID.
Secure Student Information	The data within the system shall be kept confidential to protect all individual students' privacy, staying consistent with the State's privacy policies and FERPA. All data in the system, items fed into the assessment, and responses to the assessment must be encrypted while in transit. After award vendor must complete ADE's Memorandum of Agreement that outlines the terms under which student information may be released. (See Appendix D.)
Item Delivery	The system must , by default, prevent students from being presented with the same item more than once, with items out of the tested grade-band, or with incorrectly associated passages, prompts, or stimuli (such as video or audio files). The system should allow administrators to override this functionality if needed.
Users	The system must support a minimum of 150% of the maximum number of peak school day concurrent users with a mean refresh time of less than one second (exclusive of local school conditions).

9. The system **must** collect student performance data that are organized according to logical groupings as specified by the State. The physical organization of data may vary from the logical groupings based on system design and performance considerations.
10. The system **must** have the capacity to deliver universal features, designated features and accommodations. Vendor **must** document that the intended/approved accessibility features and accommodations were provided and utilized.
11. Software maintenance agreements **must** include regularly scheduled upgrades to the online assessment system.
12. The system **must** have available documentation including, but not limited to:
 - Record level locking to ensure data integrity
 - Regular backup and disaster recovery protocols that cover archive, recovery, and restart procedures for systems and database components including indices, pointers and tables
 - Process for load testing, quality control and quality assurance for registration, test administration, scoring and reporting.
13. The system **must** also support password-protected access to the system.
14. ELPA21 will provide operational summative items as well as new items to be field tested in electronic format with consistent metatagging; these **must** be uploaded into the proposed system. The system **shall** have an automated user interface to accept these items, individually and in batch uploads.
15. The system **must** also provide a secure user interface for the State that supports administrative additions, changes, and deletions to the test items. A user-friendly Graphic User Interface (GUI) **must** support item entry and editing.
16. The system **must** accommodate an active data dictionary which includes cross-reference between data elements, recording and tracking, output definitions, outputs, screen displays, etc. Preliminary data dictionary elements will be provided when the contract is awarded.
17. The system **must** limit the number of times test takers can take a test to one (1) time.
18. Any changes made relative to the system design **must** occur globally and not require changes in multiple locations.
19. The vendor **must** ensure that the assessments will be accessible in both high and low bandwidth schools, as well as with both high and low device-to-student ratios. . The system **must** have the capability to deliver media-rich test content reliably in a variety of school environments.

H. Security and Authentication.

1. The online assessment system **must** be housed in a Tier 3 or higher data center and must be protected from unauthorized access, hackers, viruses, malware, or other tampering. The vendor **must** monitor for unauthorized access or tampering and have a remediation plan in place. Threats and intrusion attempts must be reported to ADE.
2. The system **must** support varying permission levels as specified by ADE and limit access to specific modules and functionality based on permissions.
3. The system **must** require user authentication and complex passwords for all users.
4. The secure web-based application used to administer the test **must** prevent access to other programs, browsers, and the computer desktop during test taking.
5. Test takers **must** only be permitted to access those test to which they have been granted permissions.
6. All data in the system **must** be encrypted while in transit.

I. Technical System Performance.

1. The system **must** provide record level locking to ensure data integrity and should prevent simultaneous editing of the same database record by two different users.
2. The system **must** support automatic and manual restoration of all databases, including indices, pointers and tables, to a status prior to any system-wide failure.
3. The system should provide automatic alerts to identify issues before they impact in-progress tests or saved data. Examples include, but are not limited to, slow test refresh times, unexpected testing events, and bandwidth or load capacity issues. Designated ADE staff **must** be notified immediately when alerts suggest testing issues are expected.
4. The system **must** have all materials backed up in full at least weekly. The vendor **must** additionally conduct daily incremental backups. All backup media **must** be kept in a secure location separate from the production and test systems.
5. Student responses **shall** be saved regardless of page navigation (e.g., the system cannot save only when the student clicks on "Next item") to ensure no interruption to in-progress tests. This includes loss of connectivity due to technology failure or interruptions.
6. The vendor **shall** have in place a disaster recovery plan which incorporates full server redundancy and automatic fail-over mechanisms. The vendor **must** inform ADE of the triggers for the plan. The fail-over system should be operational within four hours.
7. The vendor **must** warranty the functionality of all underlying software used to develop and administer the online assessment system. The vendor **must** use up-to-date standards for all application and web programming languages in the development of the system.
8. The vendor **shall** have in place the necessary controls to ensure only authorized and tested changes are made to application source code and configuration files, including security and authorization policies for engineers and others working on the system.
9. Acceptance Testing by ADE **must** be included in the proposed timeline provided to ADE in the kickoff meeting. Vendor **must** establish acceptance procedures and establish a rigorous sign-off method for all project activities and deliverables. ADE staff **must** have the opportunity to evaluate, and accept or reject each system component.

J. Technology Guidelines.

1. The vendor **shall** prepare a technology guidelines document that **must** consist of the following:
 - An overview of the system.
 - Introductory section describing the navigation and structure of the secure web-based application
 - Technical specifications for the system.
 - Help desk information.
 - Suggestions for optimal network bandwidth for testing centers
 - Resources required to properly utilize the system; accessibility features and accommodations.
 - Guidelines for the use of computer labs.
2. The audience for the Technology Guidelines is district and school technology coordinators.
3. The guidelines **must** include graphics, photos, diagrams, text, and screenshots as needed.
4. The vendor **must** ensure that the proofs are free of typographical and format errors before they are submitted to ADE for review. Hardcopies of proofs are not necessary. The vendor **must** submit a production and proofreading schedule for this item during the planning meeting.

K. Online Assessment System Technical Manual.

1. The vendor **shall** be responsible for producing a technical manual to document all technical work associated with the development of the online assessment system.
2. The content of the manual should include detailed narrative descriptions of all components of the system and can include the item management process and specifications, test design as supported by the system, the item selection engine, reports, formats used for examinee results and item responses, etc. A system diagram describing the integration, configuration, and flow of data throughout the platform should be included.
3. The manual should also provide sufficient and clear information to allow for an independent evaluation of the quality of the system.

L. Management Reports

1. The vendor should provide the following routine management reports to ADE as required on a regular basis.
 - Data backup logs
 - Response time/down time reporting
 - User accounts and permissions (for both active and inactive users)
 - System event logs to track system, application, and security events
 - System access summary reports
 - Results of load testing
 - Quality Assurance reports
2. The vendor should produce as requested by ADE ad hoc reports to address specific management questions.

M. System Usage Reports.

1. Reports that can be printed or viewed online should be developed for different levels of users. Report design should be easy to understand and user-friendly.
2. Reports **must** be available to allow system administrators to access individual student test records. These reports should minimally include:
 - Test start and end times
 - The timestamp and number of times the test was paused
 - The number of times responses were changed from incorrect to correct (and vice versa)
 - The designated supports and accommodations that were used
 - The response time per item
3. All information on each report **must** be accurate.
4. Data **must** be available to users during registration, test administration, and at least two weeks following the close of an administration.
5. The vendor **must** document data elements and business rules for each report identified below.
 - a. State-level report: This report should present usage and testing activity information during the registration and test administration window at the school and district levels.
 - b. District-level report: This report should present usage and testing activity information during the registration and test administration window at the school level within a district.
 - c. School-level report: This report should present usage and testing activity information for each school.

N. Project Requirements

1. The vendor **shall** designate a team of professional individuals to work on or manage each project.
2. The responsibilities for the management team **shall** include:
 - Working with ADE to plan and schedule all activities and deliverables.
 - Receiving approval from ADE for any change to the scope of work.
 - Monitoring and reporting the progress of each project.
 - Managing conference calls for reporting the progress and issues for each activity.
 - Recording the results of discussions and clarifying the issues in meeting minutes.
 - Ensuring all deliverables are on schedule.
 - Informing ADE of any personnel changes.
 - Ensuring every processing step is completed on time with 100% accuracy.

O. Quality Assurance.

1. Error-free production is required and **shall** be the final responsibility of the vendor. Quality assurance procedures **shall** be exercised throughout all activities to ensure the system presents accurate information and operates properly.
2. The vendor should provide a final Quality Assurance Manual to ADE. This document should describe the procedures that will be used to assess the quality of all phases of the project in the initial stage of this contract. The vendor should follow the manual to perform quality assurance work for each task.

P. Key Personnel

1. The Project Manager from ADE will provide oversight of the activities conducted under the contract. The Project Manager **shall** be the principal point of contact on behalf of ADE concerning the vendor's performance under the contract.
2. The vendor should designate the following individuals who **shall** be assigned to work with ADE on this program. These designated individuals for this contract are referred to hereafter as 'key personnel'.
 - a. Project Manager: oversees and monitors the planning, scheduling, progress, and quality of the work.
 - b. Lead System Designer: oversees the technical tasks and issues, including accessibility and accommodations requirements, and supervises the programming group.
 - c. Scoring Project Leader: oversees and monitors scheduling, coordination, and quality control of the hand scoring activities.
 - d. Lead Psychometrician: oversees the technical and psychometric tasks and issues that relate to test forms, sampling design, and other technical analyses.
 - e. Quality Assurance Manager: oversees and builds processes associated with producing error-free item-level statistics, test data, and reports
3. The vendor **must** work with ADE to ensure that work for ADE is given the highest priority.

Q. Editorial Review and Proofing.

1. Editorial review and proofing of all materials are among the most critical requirements of this RFP/contract. ADE will use the ELPA21 Style Guide. The vendor **shall** be responsible for conducting editorial review of all materials. The vendor **shall** be held to the same level of professional editorial review used in the development of nationally published testing programs and textbooks.

2. The vendor **shall** deliver within four (4) weeks after contract execution an Editorial Review Plan that describes a high-quality editorial review process, sufficient to ensure the highest standards of consistency, clarity, and accuracy in the production of all assessment materials. Editorial staff **must** have experience in reviewing educational materials for the appropriate content areas.
3. Score reports for these assessments **shall** be mailed to schools and ADE no later than July 1 excluding year 1 standard setting.

R. Estimated Student Assessments

1. Approximately 235 school districts will be involved in these assessments. It is estimated that 36,200 students will be tested. Estimates shall be based on the figures supplied, plus a ten percent (10%) overage. Grade levels to be spanned have the following approximate enrollments:

K	1	2	3	4	5	6	7	8	9	10	11	12
4000	4000	4000	3300	3200	3000	2600	2600	2400	2400	2000	1500	1200

2. In the event renewal options are exercised, ADE will provide the student enrollment file to the vendor for use in determination of the number of students to be tested annually.

2.10 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.

PERFORMANCE STANDARDS	
Activity / Deliverable	Damages (per day) for Delay
Complete test forms in the system by date as established in preliminary meetings.	\$4,000/day for the first five days \$8,000/day for each day thereafter
Complete registration functions by date as established in preliminary meetings.	\$2,000/day for the first five days \$4,000/day for each day thereafter
Complete student testing functions by date as established in preliminary meetings.	\$2,000/day for the first five days \$4,000/day for each day thereafter
Online Assessment System is ready for students taking summative test by date as established in preliminary meetings.	\$4,000/day for the first five days \$8,000/day for each day thereafter
Online assessment system is fully operational throughout entire summative testing window by date as established in preliminary meetings.	\$10,000 per day system is down during summative testing window
Final assessment guides delivered to ADE by date as established in preliminary meetings.	\$2,000/day for the first five days \$4,000/day for each day thereafter

- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, the vendor **shall** follow the direction of the agency regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

- **Do not provide responses to items in this section.**

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review *Technical Proposals Packets* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for Evaluation* section has been divided into sub-sections.
1. In each sub-section, items/questions have been assigned a maximum point value. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
 2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Weighted Percentage	Maximum Weighted Score Possible*
E.1. Corporate Background and General Information	20	10%	80
E.2. Customer Support	15	20%	160
E.3. Delivery of Online Assessment	40	35%	280
E.4. Test Scoring and Test Reporting	35	35%	280
Totals	110	100.0%	800

- D. The vendor's weighted score for each sub-section will be determined using the following formula:

$$(A/B)*C = D$$

- A = Actual Raw Points received for sub-section in evaluation
- B = Maximum Raw Points possible for sub-section
- C = Maximum Weighted Score possible for sub-section
- D = Weighted Score received for sub-section

- E. Scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that **do not** receive a minimum score of 480 **shall not** move forward in the solicitation process and pricing **shall** remain sealed and **shall not** be scored.

3.2 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest total cost of items A, B and C as shown on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining vendors will be allocated by using the following formula:

$$(A/B)*(C) = D$$

A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

3.3 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	800
Cost	200
Maximum Possible Grand Total Score	1,000

3.4 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. The submission of a *Technical Proposal Packet* **shall** signify vendor's understanding and agreement that subjective judgments **shall** be made by the evaluation committee during the evaluation and scoring of the Technical Proposals.
- B. Vendor **must** agree to all evaluation processes and procedures as defined in this section.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not provide responses to items in this section.**

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:
- Arkansas Department of Education
ATTN: Director of Assessment
4 Capitol Mall, Room 301B
Little Rock, AR 72201
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

4.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not enter a** contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of deinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
 - The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

4.3 **CONDITIONS OF CONTRACT**

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

4.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. At no time will the State be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract. The foregoing limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the vendor nor the State **shall** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 **RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.

- B. The vendor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OSP **shall** have the right to approve or deny the request.

4.7 **CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 **CONTRACT INTERPRETATION**

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the decision of the State **shall** be final and controlling.

4.9 **CANCELLATION**

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for services and goods received and accepted up to cancellation of the contract.

4.10 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS:** Vendor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency or by OSP. Vendor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State **shall** have the right to pursue any other remedy permitted by law or in equity.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
25. **CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
27. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.