

# Solicitation PR13015

## Utah Statewide Computer Adaptive Assessment System

State of Utah



State of Utah

## Bid PR13015

### Utah Statewide Computer Adaptive Assessment System

Bid Number           PR13015  
 Bid Title             Utah Statewide Computer Adaptive Assessment System

Bid Start Date       Aug 20, 2012 9:05:18 AM MDT  
 Bid End Date         Oct 1, 2012 11:00:00 AM MDT  
 Question & Answer  
 End Date             Sep 4, 2012 11:00:00 AM MDT

Bid Contact           Pam Rugg  
                           Purchasing Agent  
                           State of Utah  
                           801-538-3232  
                           prugg@utah.gov

Contract Duration   5 years  
 Contract Renewal   Not Applicable  
 Prices Good for     See Specifications

Bid Comments        ALL QUESTIONS MUST BE SUBMITTED THRU THE BIDSYNC SYSTEM.  
                           ANSWERS WILL BE POSTED IN THE BIDSYNC SYSTEM ON OR BEFORE SEPTEMBER 17, 2012.

#### Item Response Form

Item                    PR13015--01-01 - PR13015 Utah Statewide Computer Adaptive Assessment System  
 Quantity             1 each  
 Unit Price              
 Delivery Location    State of Utah  
                           No Location Specified

Qty 1

#### Description

ALL QUESTIONS MUST BE SUBMITTED THRU THE BIDSYNC SYSTEM.  
 ANSWERS WILL BE POSTED IN THE BIDSYNC SYSTEM.



# State of Utah Request for Proposal

Legal Company Name (include d/b/a if applicable) <input type="text"/>		Federal Tax Identification Number <input type="text"/>		State of Utah Sales Tax ID Number <input type="text"/>	
Ordering Address <input type="text"/>		City <input type="text"/>		State <input type="text"/>	Zip Code <input type="text"/>
Remittance Address (if different from ordering address) <input type="text"/>		City <input type="text"/>		State <input type="text"/>	Zip Code <input type="text"/>
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government			Company Contact Person <input type="text"/>		
Telephone Number (include area code) <input type="text"/>		Fax Number (include area code) <input type="text"/>			
Company's Internet Web Address <input type="text"/>		Email Address <input type="text"/>			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <input type="text"/>		Days Required for Delivery After Receipt of Order (see attached for any required minimums) <input type="text"/>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input type="checkbox"/> . If no, enter where produced, etc. <input type="text"/>					
Offeror's Authorized Representative's Signature <input type="text"/>			Date <input type="text"/>		
Type or Print Name <input type="text"/>			Position or Title <input type="text"/>		

## NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to [www.bidsync.com](http://www.bidsync.com);
- B. Locate the bid (solicitation) to which you are responding;
  - a. Click the "Search" tab on the top left of the page;
  - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

**1. SUBMITTING THE PROPOSAL:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) ([www.bidsync.com](http://www.bidsync.com)) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

**2. PROPOSAL PREPARATION:** (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

**3. FREIGHT COST:** (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

**6. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

**7. SAMPLES:** Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

**8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering

products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

**9. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

**11. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**12. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov). By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

**13. SALES TAX ID NUMBER:** Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at [www.tax.utah.gov/sales](http://www.tax.utah.gov/sales). The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 13 JULY 2010 - RFP Instructions)

## Utah Statewide Computer Adaptive Assessment System

**UTAH STATE OFFICE OF EDUCATION*****UTAH STATEWIDE COMPUTER ADAPTIVE ASSESSMENT SYSTEM***  
**Solicitation # PR13015****PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this RFP is to enter into a contract with a qualified firm to work in conjunction with the Utah State Office of Education (USOE) to implement an adaptive assessment system and related services. Although it is anticipated that this RFP may result in a contract award to a single offeror, the State of Utah and USOE reserve the right, based on the proposals received and the best interest of the State and USOE, to cancel any or all sections of this RFP and award a contract based on the remaining sections, if any, to a single or multiple offerors. In addition, if a single offeror submits the best proposal in the majority of the RFP sections, and an acceptable but not the highest ranked proposal in the other(s), for continuity, compatibility, and ease of implementation, the State of Utah and USOE reserve the right to award all sections to that offeror. This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

**Offerors are at liberty and are encouraged to expand upon the specifications with evidence of additional service capability under any agreement.**

**BACKGROUND**

House Bill 15, passed during the 2012 Utah legislative session, (<http://le.utah.gov/~2012/bills/hbillenr/hb0015.htm>) modified the Utah Performance Assessment System for Students (U-PASS) to require school districts and charter schools to administer computer adaptive tests aligned with Utah Core Standards no later than the 2014-15 school year. The bill appropriated \$6,700,000 for its stated purposes and takes effect on July 1, 2012. The deliverables are intended to provide a seamless transition from Utah's current summative Criterion-Referenced Tests (CRTs), Utah's current pilot computer adaptive tests, and current interim and formative assessments to a comprehensive assessment system which will support Utah's new Comprehensive Accountability System and provide educators, students and parents with the necessary assessments, assessment tools, and reports to

## Utah Statewide Computer Adaptive Assessment System

support teaching and learning. The successful offeror will be responsible for the development, delivery, administration, and data exchanges of a computer adaptive testing system in the subject areas of English language arts, mathematics, and science aligned to the Utah Core Standards for elementary, middle, and secondary levels (grades 3-12). The system will need to provide an adaptive summative assessment that will meet federal peer review requirements, an interim assessment that is predictive of the summative for optional Local Education Agency (LEA) use and formative assessments for optional use by LEAs, schools, and teachers.

The Utah State Board of Education, in its regular meeting on February 3, 2012, passed a motion to appoint a stakeholder group to draft this RFP for the Utah Statewide Computer Adaptive Assessment System.

**ISSUING OFFICE AND RFP REFERENCE NUMBER**

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the USOE. The reference number for the transaction is Solicitation #PR13015. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

**SUBMITTING YOUR PROPOSAL**

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Proposals shall be submitted electronically through BIDSYNC.

**LENGTH OF CONTRACT**

The contract(s) resulting from this RFP will be for a period of five years. It is the policy that State Purchasing does not conduct face to face or teleconference debriefings. All debriefings are conducted in writing. All questions must be submitted in writing to the Purchasing Agent within seven (7) calendar days of the award notification or rejection notification made through written correspondence or posted on BidSync. The debrief response will be limited to the critique of the strength/weakness of the offeror's proposal based on the evaluation criteria and is intended as a courtesy to offerors, providing feedback to be used for future opportunities. Comparisons between proposals or evaluations of the other proposals will not be allowed.



## Utah Statewide Computer Adaptive Assessment System

**CONTRACT AMOUNT**

For the products and/or services requested herein, \$6.7 million is available annually beginning on July 1, 2012. An additional \$4.7 million will be available once Utah Criterion Referenced Tests are no longer administered. Only proposals budgeted at or below an initial annual cost of \$6,700,000, budgeted to increase thereafter, if necessary, and not to exceed \$11,400,000 annually, based on a vendor-provided timetable that corresponds with the elimination of CRTs, will be considered responsive.

**PRICE GUARANTEE PERIOD**

All pricing must be guaranteed for the life of the contract. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market or any allowable discount.

**WORK MADE FOR HIRE**

The purchaser or the USOE and offeror agree that all data and work products (collectively called the "Work Product") produced pursuant to any contract specifically for the USOE, are the property of the USOE and shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and shall be owned by the USOE.

**STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract resulting from this RFP will include, but not be limited to, the State of Utah's standard terms and conditions, subject to change. These may be accessed at:

<http://purchasing.utah.gov/contract/documents/termsandconditionsagencycontract.pdf>.

**ADDITIONAL TERMS AND CONDITIONS**

In addition to the standard terms and conditions as prescribed by Utah law, the following terms and conditions apply.

**DISCLOSURE**

All offerors submitting bids in response to this RFP must list all claims of nonperformance and/or breach of contract filed within the past five years. Offerors must include claims filed against all subcontractors to be utilized in fulfilling the obligations under a resulting contract for the same period of

## Utah Statewide Computer Adaptive Assessment System

time. For each incident, offerors must include a detailed description of each problem, if any, its resolution, and any damage amounts awarded. Additionally, offerors must provide descriptions of what preventative measures have since been implemented to prevent future occurrences of these problems.

**SUBCONTRACTORS**

The vendor selected as a result of this RFP process must provide the USOE with copies of all contracts established with subcontractors involved in delivering goods and services as outlined in this RFP within 60 days of the execution of the contract.

**LIQUIDATED DAMAGES**

It is understood and agreed by the offeror that time is of the essence in the delivery of tests, reports, and data of the content and quality specified in this RFP, its proposal document, and any resulting contract. In the event these specified tests, reports, and data are not available by the dates specified in a resulting contract, there will be deducted, not as a penalty but as liquidated damages, the sum of \$40,000 per day; except if the delivery be delayed by an act, negligence, or default on the part of the State of Utah, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or contractor's supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or the contractor's supplier(s), a reasonable extension of time as the USOE deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the contractor, the USOE may extend the time for performance of the contract or delivery of goods therein specified, at the USOE's sole discretion, for good cause shown.

It is understood and agreed by the offeror that security and proprietary use of test items and forms must be maintained at all times. Should a breach of security resulting from negligence on the part of the contractor occur, the sum of \$3,000 per compromised test item will be deducted, not as a penalty but as liquidated damages.

It is understood and agreed by the offeror that security of student level data must be maintained at all times. Should a breach of security

## Utah Statewide Computer Adaptive Assessment System

resulting from negligence on the part of the contractor occur, the sum of \$10,000 per occurrence will be deducted, not as a penalty but as liquidated damages.

To the extent that any late delivery or untimely performance is caused or contributed to by the acts or failures to act of the USOE or any third party outside the control of the contractor, liquidated damages shall not be assessed.

**Service Interruptions**

A service interruption is defined as a failure on the part of the selected vendor to provide access for students to log in and/or begin taking a test available through vendor's CAT system during regularly scheduled school hours within established testing windows, or as the failure on the part of the selected vendor to provide access for LEA/school personnel to perform administrative functions of the CAT system at any time. The selected vendor shall not be held liable for service interruptions due to issues caused or contributed to by any acts or omissions of a LEA or a third party, including but not limited to an LEA's technology infrastructure or an LEA's lack of implementation of provided procedures for CAT.

For each service interruption which prevents students from taking tests for more than 10 minutes, up to 60 minutes, the USOE may assess liquidated damages of \$10,000. Liquidated damages for a service interruption greater than one hour will be pro-rated in ten minute increments based on the actual duration of the interruption at a rate equivalent to \$10,000 per hour. Total liquidated damages for service interruptions to students on any given day between 0800 MST/MDT and 1600 MST/MDT will not exceed \$50,000.

Liquidated damages will be assessed for each service interruption that prevents LEA/school personnel from accessing administrative functions for more than one day (between 0700 MST/MDT and 2000 MST/MDT) from November through March at a rate of \$5,000 for each interrupted day; and for more than 2 hours from April through the end of the LEAs' spring testing window at a rate of \$5,000 for each full interrupted hour, inclusive.

## Utah Statewide Computer Adaptive Assessment System

**ELIGIBLE OFFERORS**

Public or private organizations with demonstrated expertise in development of assessments for large-scale computer-based assessment at both the elementary and secondary levels are eligible to apply. In addition, the offeror must have advanced skills in psychometrics and statistics, the ability to develop technical manuals, and the organizational capacity to manage a large-scale computer-based assessment program.

**QUESTIONS**

All questions must be submitted through BIDSYNC. Answers will be given via the BIDSYNC site. Questions received after 11:00 AM, Tuesday, September 4, 2012 will not be accepted or answered.

**DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

**PROTECTED INFORMATION**

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

*the following records are protected if properly classified by a government entity:*

*(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*

*(2) commercial information or non-individual financial information obtained from a person if:*

*(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*

*(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*

*(c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

*\* \* \* \* \**

*(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to*

## Utah Statewide Computer Adaptive Assessment System

*enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ....*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

## Utah Statewide Computer Adaptive Assessment System

**DEFINITIONS**

Definitions for the purposes of this RFP include:

**Accessible Portable Item Protocol (APIP) Standard** – A standard item mark up language for accessible computer-based test items. The APIP will build on recently released Question and Test Interoperability (QTI) standards to define standard methods for tagging test content so that it is presented in a consistent manner within any computer-based test delivery system that is developed to interpret the APIP standards.

**Adaptive Test Engine** – A software system that has the ability to adjust the selection of test questions based on student responses.

**Artificial Intelligence (AI) Scoring Engine** – A machine scoring engine that uses artificial intelligence to score student responses to non-selected response test items.

**Commercial Off-The-Shelf (COTS)** – Ready-made products that are commercially available, and are leased, licensed, or sold to the general public.

**Computer Adaptive Test (CAT)** – A computer-based test in which an adaptive test engine is used to select items presented to students. Testing begins with items of a predefined ability level that is either set by policy or determined based on a student's known ability level and then advances based on each student's responses to each item presented.

**Constructed Response (CR)** – Essays and short-answer test items that may or may not be AI scorable.

**Criterion-Referenced Test (CRT)** – Summative assessments designed to measure how well a student has learned the knowledge, skills, and abilities in the areas of English language arts, mathematics, and science as described in the Utah Core Standards.

**Data Warehouse** – A database system used for the secure storage of data that are cataloged and made available for the purposes of reporting, data mining, research, and analysis that support decisions made by educational leaders, administrators, and other professionals.

## Utah Statewide Computer Adaptive Assessment System

**Differential Item Functioning (DIF)** – A type of analysis that illustrates if test takers from different groups have different probabilities to give a certain response.

**Extended Response (ER)** – An extended response test item is a goal-directed assessment exercise that consists of a task or series of tasks requiring greater depth of knowledge than can typically be accessed with objective test items.

**Family Education Rights and Privacy Act of 1974 (FERPA)** – A federal law that requires institutions to adhere to strict guidelines to protect the privacy of student education records.

**Formative Assessment** – A process used by teachers and students that utilizes feedback to adjust instruction and affect student learning.

**Gateway** – USOE's public website for assessment and accountability data. Includes the ability for the public to compare similar schools and view school performance and individual school profiles.

**Interim Assessment** – Assessments that provide educators with actionable information about student progress at locally determined intervals throughout the year. Like the summative assessment, the interim assessments will be computer adaptive and will include a variety of item types. For the purposes of this RFP, interim assessments shall be predictive of student performance on summative assessments.

**Item Authoring** – A systems application that manages the workflow and provides the functionality to track all aspects of the item development process, including the creation, development, review, and approval processes of assessment items, tasks, and stimuli.

**Item Bank** – A repository for collecting, housing, and managing assessment items, including meta-data, any associated usage data for the purpose of populating tests, and item authoring, item editing and item tracking capabilities.

**Item Response Theory (IRT)** – A mathematical model of the relationship between performance on a test item and the test taker's level of performance on a scale of the ability, trait, or proficiency being measured.

**Local Education Agency (LEA)** – Local school boards/public school districts and schools, and charter schools.

## Utah Statewide Computer Adaptive Assessment System

**May** – The word “may” in this RFP is used to express optional proposal elements.

**Multimedia** – Graphics, audio, video, or simulation used in computer applications.

**Objective Test Items** – Machine-scored questions (e.g., selected response, matching, true/false test items).

**Preload File** – The file generated from Student Information Systems (SIS) which identifies student demographic data, test assignments, and which public reporting fields should be assigned to each student and test. It is used to load students into the summative, interim and/or formative system and may facilitate the scheduling or registration of test administration.

**Public Reporting Field (PRF)** – A data field that identifies the teacher(s) responsible for the instruction of a student for an assessed course. Three public reporting fields are included in preload and return files.

**QTI 2.1** – A standard format for assessment content and results, supporting their authoring and delivery on multiple systems interchangeably.

**Return File** – The vendor-generated file that includes preload file information and warehouse-ready student results data for each LEA, school, and test. Includes resolution of test administration anomalies and data errors generated during the test administration process.

**Shall** – The word "shall" in this RFP is used to express mandatory proposal elements.

**Should** – The word “should” in this RFP is used to express preferred proposal elements.

**Single Sign-On (SSO)** – A system characteristic that enables a user to access multiple related, but independent, software systems through a common login profile.

**Special Codes** – Data fields that identify non-standard participation, circumstances, or non-participation explanations for each student and test. A subset of special codes currently includes accommodations which require the provision of specific computer based testing functionality to individual students as appropriate.



## Utah Statewide Computer Adaptive Assessment System

**Student Information System (SIS)** – A software application used by education establishments to manage student data.

**Summative Assessment** – A test that is used to assess student knowledge, skills, and abilities. A summative assessment is commonly delivered following instruction during a fixed administration window, is aligned with state standards, and generates data that are used in accountability reporting.

**Test Administration Manuals (TAMs)** – Materials that outline policies and procedures related to test administration. TAMs include all of the information an individual involved with test administration needs to prepare, conduct, and finalize the administration of an assessment. Audiences for the TAM include LEA staff, school testing coordinators, teachers, proctors, and technology staff.

**Utah Core Standards** – Standards for English language arts, mathematics, and science can be found at <http://www.schools.utah.gov/CURR/main/Core-Curriculum/By-Subject.aspx>

**Utah Education Network (UEN)** – The public agency of the state of Utah that acts as a service provider for electronic networking, network security, and internet access across Utah public schools, libraries, and higher education institutions.

**Utah State Office of Education (USOE)** – The agency of the state of Utah that is issuing this RFP.

**Utah Test Item Pool Service (UTIPS)** – A system which includes the UTIPS item pool, all copyrights, logos, the UTIPS Core software and utips.org domain name, all copyrighted materials, and all other items and equipment used to provide and enhance the USOE item pool.

**UTIPS Core** – the USOE copyrighted software currently used to administer UTIPS. It is currently housed at UEN, but is maintained by the USOE.

**UTIPS Item Pool** – All non-secure test items developed for or by USOE which are intended to support the instruction of the Utah curriculum for Utah K-12 teachers and students. Currently, the USOE item pool contains approximately 13,000 selected response and extended response items aligned to the Utah core standards in English language arts, mathematics, science, family and consumer sciences, and computer programming, and is available for items from all content areas, K-12.

## Utah Statewide Computer Adaptive Assessment System

**DETAILED SCOPE OF WORK****Introduction**

This RFP is intended to facilitate the implementation of a comprehensive assessment system containing a computer adaptive summative assessment system, a computer adaptive interim assessment system, and a formative assessment system. This RFP also is intended to facilitate, as needed, the creation of new items and the incorporation of existing English language arts, mathematics, and science items into the summative and interim systems.

Consistent with the purpose of this RFP (see above), this RFP may result in an award to a single offeror. Offerors who respond to multiple sections are expected to show in their submitted budget proposals how bidding on multiple or all sections of this RFP will result in enhanced value and cost savings to the State. An offeror may choose to offer solutions to one or more of the following five (5) components and there may be multiple contract awards:

1) **Summative and Interim Technology.** All the technology components necessary to create and deliver a comprehensive computer adaptive summative and interim assessment system, including: item banking and reporting; assessment administration; assessment delivery; scoring; data exchange; and reporting.

2) **Formative assessment system.** The formative assessment system shall be used throughout the school year to provide teachers, students, and parents with feedback concerning the students' understanding of the full depth and breadth of the Utah Core Standards. This includes the technology for the formative delivery system and the formative content. An offeror may choose to propose a formative delivery system that is based on its summative/interim delivery system.

3) **Summative and Interim Test Content: Language Arts.** Assessment items for inclusion in the summative and interim computer adaptive assessment delivery systems, for at least grades 3-12.

4) **Summative and Interim Test Content: Mathematics.** Assessment items for inclusion in the summative and interim computer adaptive assessment delivery systems, for at least grades 3-12.

5) **Summative and Interim Test Content: Science.** Assessment items for inclusion in the summative and interim computer adaptive assessment delivery systems, for at least grades 4-8, Earth Systems, Biology, Chemistry, and Physics.

## Utah Statewide Computer Adaptive Assessment System

For all five components preference will be given to proposals which demonstrate innovative approaches and solutions which provide value beyond the minimum specifications described in the RFP.

All technical aspects of the proposal (technology, psychometric, etc.) should include explanations that can be understood and evaluated by non-technical members of the RFP review committee.

## **I. SUMMATIVE & INTERIM TECHNOLOGY**

### **A. Overview**

The Summative and Interim Technology section describes all the technology components necessary to create and deliver a comprehensive summative and interim assessment system, including: item banking and reporting; assessment administration; assessment delivery; scoring; data exchange; and reporting. This section does not include any assessment item development nor does it speak to the creation of formative assessment tools.

The Summative and Interim Technology section first provides background on the current computer based testing (CBT) system and then describes the requirements and vision of the State of Utah for the components of summative and interim assessment delivery systems.

Offerors may leverage the technology they include in their response to the Summative and Interim Technology section in their response to the Formative Assessments section. This would apply to offerors bidding on both the Summative and Interim Technology section and the Formative Assessments section.

Preference will be given to proposals which demonstrate the ability to measure efficiently the Utah Core to the fullest extent (length of test, cost of test, scoring time). Offerors will recommend an approach that balances USOE's competing needs for a full measurement of students' understanding of Utah core standards and the need for an efficient assessment in terms of cost, administration time, and availability of results.

## Utah Statewide Computer Adaptive Assessment System

**B. Background**

This section contains information about summative technology currently used to administer Utah's English language arts, mathematics, and science CRTs.

**1. Current CBT System**

CRTs are administered at the end of instruction during five testing windows: summer, trimester 1, semester, trimester 2, and spring. As of the spring of 2012, approximately 98% of Utah's CRTs were administered via computer-based testing. CBT requirements currently include the production of print-ready forms that mirror the presentation and psychometric qualities of each computer-based CRT. For CRTs requiring 100% CBT participation, no answer documents are produced, and test booklets are provided only in special needs or emergency cases. Beginning with the administration of CRTs during the 2012-2013 school year, all CRTs will be administered using CBT during all testing windows.

**2. Current Computer Based CRT Administration**

During the past eight years, the USOE has worked with LEAs and CBT vendors to develop requirements, policies, and procedures which facilitate flexible, accurate test administration of summative assessments. Primary elements of computer-based CRT administration currently include:

**a. Training Environment**

- Provides all functionality of CRTs, using sample students and questions that reflect possible interactions of actual CRT items
- Facilitates the training of district and school personnel as well as to familiarize students with CBT system features and functionality and test administration processes
- Vets local hardware and network configurations and capacities for use with the CBT system.

**b. Student Experience**

- Provides text-to-speech as appropriate

## Utah Statewide Computer Adaptive Assessment System

- Allows self-selection of background color, font size, highlighter, test-specific tools (e.g., calculator, ruler and protractor)
  - Utilizes third-party assistive technology products to access test content as appropriate and supported
  - Engages with technology-enhanced items within 7<sup>th</sup> grade science, 8<sup>th</sup> grade science, and Biology CRTs
  - Uses a single sign-on system to access assigned CRTs
  - Allows participation in a testing session proctored by any educator assigned to the same test
  - Secures access to sections of a CRT as allowed by the proctor
  - Provides multiple opportunities to review completed items within a testing session.
- c. Proctor Functionality
- Administer a CRT to any student in the state, if both the proctor and student are assigned to the same CRT
  - Monitor individual student progression through a CRT during a testing session in real time
  - Proctor multiple CRTs simultaneously
  - View the item a student is currently viewing, to facilitate oral translation or read-aloud if the student is eligible for this accommodation.
- d. Data Exchanges
- Occur between the USOE and CBT vendor to
    - Upload LEA and school names and numbers
    - Upload preload files
    - Upload LEA staff users
    - Validate Statewide Student Identifiers (SSIDs) for manually added students
    - Validate PRFs for manually added students
    - Send return files to the USOE
  - Occur between the USOE and LEAs to
    - Generate and validate preload files
    - Resolve test administration anomalies

## Utah Statewide Computer Adaptive Assessment System

- Resolve test administration and data errors
  - Provide LEAs with student-level, school and LEA reports (with state comparisons)
- e. Data Management System
- Provides an interface to mark accommodation codes, triggering specific functionality (e.g., text-to-speech)
  - Provides an interface for LEA and school personnel to make adjustments to test assignments, in order to ensure that the appropriate tests are administered to each student and that data anomalies can be addressed. For example, school or LEA staff may:
    - Add students and verify student demographic data separate from the preload file process
    - Assign tests to schools and tests and PRFs to students separate from the preload file process
    - Administer tests to students in groups separate from their class rosters
    - Review the testing status of students within the school and the LEA
    - View and update student data prior to the end of the testing window
  - Utilizes the USOE SSID web service to validate demographic information and CACTUS ID web service to validate PRFs for manually added students
  - Provides real time reports of student testing status (e.g., has never logged in, is testing, has been submitted for scoring, scored) and errors related to individual students (e.g., student has not tested, but is missing a non-participation code, student has begun testing but has not been scored, student demographic information cannot be validated)
  - Provides preliminary score reports, including scaled score and proficiency for identified CRTs
  - Provides tools for LEAs to monitor the progression of testing and receive student results in a CSV file across schools.

## Utah Statewide Computer Adaptive Assessment System

## f. Technical Specifications

- Multiple variants of Windows, Mac, and Linux operating systems are currently supported
- Traditional desktops and laptops, as well as thin clients, virtual machines, small laptops (e.g., Netbooks) are currently supported. Google Chromebooks and touch-screen devices have recently been piloted on a small scale<sup>1</sup>
- A secure kiosk is installed locally onto student workstations; proctor and data management system is web-based
- USOE staff engage a preview site that mirrors the student experience in order to review and approve all CRT items
- An archive site that preserves prior years' CRTs is available for USOE access
- Hosted at UEN, serviced and supported by vendor.

## g. Helpdesk Support

- Phone access and email responses between 0600 and 2000 MST/MDT during testing windows
- Communication with the USOE concerning inquiries not resolved by the next business day
- Communication with the USOE and LEAs summarizing inquiries received weekly and through the school year
- Analysis of inquiries received to identify training issues and inform future system requirements
- Defined protocols for the escalation of inquiries, involvement of quality assurance staff, senior staff, and the USOE
- Visibility into real-time metrics related to system performance (e.g., number of concurrent system users, performance of servers, network availability).

---

<sup>1</sup> Washington District: in four schools (one lab each), testing on 120 Chromebooks

Alpine District: in three schools, testing on 120 Chromebooks; in two schools (elementary ELA only), testing on 110 iPads

## Utah Statewide Computer Adaptive Assessment System

3. **Current Paper-Based CRT Administration**  
Participation in the computer-based mode of Utah CRTs administration has reached approximately 98%. Any paper-based test materials, when required, are considered an accommodation. Utah currently has three categories of paper-based materials-- those for: students who require Braille, students who require large print; students who cannot interact with a computer due to a disability or other documented reason. Answer documents are not used in these cases; students interact with hard-copy materials and either enter their responses directly onscreen or educators, following administration guidelines, enter the student responses post-test administration. This model provides flexible test administration options while ensuring a single data stream. As assistive technology (e.g., refreshable Braille) provides increased access to students who currently are not able to interact with content onscreen, the need for paper-based materials will decrease.

**C. Technology Requirements**

Offerors are expected to bid on comprehensive technology needs described below as informed by all background information contained in this section.

1. **Item Bank**  
The offeror shall propose an item bank solution to be used for the summative and interim assessments. The interface should be able to facilitate item evaluation; acceptance of items; test form construction; management; change tracking; the storage and ability to review and update item-level meta-data; planning for future item development efforts; and all activities required during an item's life-cycle for summative and interim use. The interface should allow for the authoring and editing of any items contained within the item pool by individuals or organizations authorized by the USOE. It should allow for the importing of items formatted in QTI 2.1 from external sources. The successful bidder will ensure that all items and their content, regardless of source, shall be importable into the summative and interim item banking system.



## Utah Statewide Computer Adaptive Assessment System

The item bank must facilitate legislatively required parental item review. (<http://le.utah.gov/~2012/bills/hbillenr/hb0015.htm>).

2. Administration

a. Testing Time

Offerors shall propose test administration session lengths and overall testing time for each student and content area that at least:

- Provides an accurate measure of students' understanding of the full depth and breadth of the Utah core standards in English language arts, mathematics, and science
- Allows students with specified accommodations to return to the test for later completion
- Addresses test administration within various school schedules (e.g., online courses, 45 minute or 90 minute blocks, self-paced courses).

b. Training

Offerors shall propose in-person, onsite training prior to initial implementation and a year-by-year training plan that details and satisfies as many of the following parameters as possible, and identifies others the offeror may propose:

- Specifically and appropriately addresses each component of the assessment system beginning with the loading of preload files and the provision of return files
- Includes in-person, onsite training
- Is designed for multiple audiences (e.g., technology coordinators, LEA assessment staff, individuals who have used the system previously, individuals who have never used the system)
- Includes the provision of follow-up training at intervals throughout the school year including some combination of train the trainer; webinars; online self-paced; self-guided tutorials; and/or other creative, quality options designed to maximize training efficiencies without sacrificing quality
- Addresses each user role within the system

## Utah Statewide Computer Adaptive Assessment System

- Includes a mechanism to ensure that individuals who receive training successfully learn the material presented.
- Provides web-based practice tests for all assessments to be utilized by educators, students, and teachers for: system familiarity, transparency in assessment approach, and exposure to all item types.

## c. Test Administration Requirements

Offerors shall propose working with the USOE to update annually the test administration plan which should include the following:

- Processes and procedures to address all aspects of the summative and interim CAT system from software/hardware deployment and preload file upload through test administration, reporting, and the provision of return files for the summative CAT
- Description of the tools available to monitor testing progress and update student demographic, special codes, or other data to ensure accuracy
- A workflow describing how students will be registered for a summative CAT, how the testing event will occur, any steps necessary to resolve test administration anomalies, how scoring requirements will be determined, which reports will be available to which users, and how data errors will be resolved prior to the provision of return files to the USOE
- Description of response to issues and challenges that arise each year to improve the test administration process for the next year
- Description of response to changes or coming changes in technology environments (e.g., operating systems and hardware) to ensure a stable testing experience with maximum flexibility for test administration.

## d. Helpdesk Support

The offeror shall propose a plan for the provision of help desk support for the summative and interim components of this RFP. The plan shall include, but not be limited to, support for:

## Utah Statewide Computer Adaptive Assessment System

- Item writing/item bank system used by item writers and reviewers
  - Summative and interim system deployment across all Utah public education technology environments and configurations
  - Multiple tier inquiries (as defined by the offeror), with a description of the escalation procedures and processes for issue resolution
  - State users throughout the life of the contract that results from this RFP
  - LEA users Monday-Friday between the hours of 0800 and 1700 MST/MDT when summative testing is not being administered; and between the hours of 0700 and 1900 MST/MDT during the summative test administration windows
  - The USOE by communicating on at least a weekly basis the issues fielded by the help desk
  - The USOE by defining, with USOE approval, the details of help desk support requirements, including acceptable hold times, response times, etc.
- e. Paper-Based Administration
- Paper-based administration is used for students who require Braille or large print; students who cannot interact with a computer due to a disability or other documented reason; or in the case of a local emergency (e.g., school fire). Offerors shall propose a plan for producing paper-based test forms that meets the following criteria:
- Explains how forms will be psychometrically comparable to and mirror the CAT experience as closely as technology and cost constraints will permit
  - Explains how printed items will be chosen and how they are psychometrically comparable to the CAT content and item types
  - Explains quality assurance processes the selected vendor will implement to provide the highest quality materials possible
  - Allows for USOE review and approval of all forms

## Utah Statewide Computer Adaptive Assessment System

- Utilizes a format that allows items to be presented as closely as possible to comparable CAT delivery
  - Assumes that no more than 30 students will require Braille, 75 students will require large-print, and 20 students will require other printed forms for each subject assessed.
- f. Test Administration Manuals (TAMs)
- The proposal shall include a plan for the development, review, update and distribution of electronic and print-ready TAMs according to USOE specifications, including all user roles and procedures for inclusion of accessibility and accommodations. USOE will review, update, and approve TAMs annually. TAMs should be the primary materials used during training.
3. Delivery System
- a. Overall Approach
- Proposals shall include detailed plans for providing software, associated implementation services, and application hosting necessary to meet USOE's requirements for a summative and interim CAT system. The plans shall ensure a smooth transition to the offeror's system(s) addressing each of the current CBT requirements and the technology environments currently used for CBT.
- A successful proposal should describe innovative technology and approaches that enhance the perceived or real value of the testing experience for educators.
- A successful proposal should describe innovative technology and approaches to enhance student motivation, engagement, and enjoyment of the testing experience.
- b. Data Exchanges
- The offeror shall propose to:
- Define a process for LEAs to upload student preload files from the LEA student information system directly to the vendor according to a file format defined in conjunction with the USOE. The preload file may exist as a flat-file uploaded

## Utah Statewide Computer Adaptive Assessment System

over a secure method such as SSL or SFTP or a SOAP or REST web-service

- Validate student preload files according to business rules defined in conjunction with the USOE and web-services such as the USOE provided SSID and CACTUS web-services
- Provide error reports to the LEA regarding the validation process of LEA preload data according to defined business rules
- Provide support to the LEA to resolve any preload errors and to load error free data
- Provide a process for LEAs to review data load and assessment results; be alerted to data errors (e.g. incorrect student ID, incorrect student name, duplicate students, multiple tests within or across schools or LEAs or partial tests for a student, incorrect test assignment); and provide a process for LEAs to view preliminary data and correct all data errors prior to official reporting to the USOE.
- Provide accurate and timely final parent, student, school, and LEA reports to LEAs directly in a format and according to a schedule determined in conjunction with the USOE
- Provide the USOE with an annually updated plan for providing QA for all data and reports
- Provide the USOE and LEAs with warehouse ready assessment data in a file format defined in conjunction with the USOE (e.g., xml) and according to the business rules and security procedures defined jointly with the USOE. Final file specifications will be defined after a contract is awarded
- Provide an annual review opportunity to USOE of all contents, formats, and delivery methods of the files and services. The USOE shall retain the option to update and modify the contents, formats, and/or delivery methods as needed
- Provide detailed plans for security of the transfer and storage of data.

## Utah Statewide Computer Adaptive Assessment System

## c. Adaptive Test Engine

The offeror shall provide a detailed description of the adaptive test engine which will select the items for the summative and interim assessments including a lay summary of how the adaptive test engine functions.

USOE and its selected vendor will review and adjust annually the functionality of the adaptive test engine based on industry best practices, lessons learned, and requirements of USOE policy and procedures. The offeror shall propose to provide an adaptive test engine which:

- Facilitates an accurate measure of students' understanding across the full achievement spectrum and the full depth and breadth of the Utah Core Standards
- Adapts based on psychometrically defensible and explained algorithms, including:
  - Termination rules
  - Adaptive decision rules
  - Item exposure/release rules
  - Number of test pool items for each assessment
  - Functionality differences of the adaptive test engine in each content area
  - Degree of constraint (e.g., specifying content coverage vs. true ability estimate as the goal)
  - Specified level of score determination (e.g., overall, claim, cluster, standard)
  - Types of items supported
  - Range of grade levels from which items are selected
- Utilizes an item selection process that measures all standards for all students.
- Provides students access to all domains required within a given year, and poor performance on any domain or cluster should not prevent measurement of another. For example, mathematics does not require a linear progression of topics, nor does it always progress in a strictly logical order. Students should not be prevented from access to certain mathematical topics based on poor performance on others (e.g., students should be able to access items on exponential function without necessarily first passing through quadratics)

## d. Scoring

Proposals shall include a detailed plan for:

## Utah Statewide Computer Adaptive Assessment System

- Item and test scoring, including field test, pilot, and final operational items
- A meaningful scaled score that correlates to a level on the progression of the standards
- The quality assurance process to ensure accurate scoring of items, the generation of student overall scores, and the transfer of student test data to the USOE
- All scoring methods which will be used for all items and item types eligible to be included in the summative or interim CAT
- Scoring decisions and other metrics used to determine the score value of individual items including items where more than one score is possible (e.g., extended response items)

## e. Report System

A robust reporting system that meets the needs of all stakeholders and most importantly fosters the communication between parents, educators and students as well as contributes to improved instructional decisions is highly valued by Utah. Preference will be given to offerors that provide a reporting system that goes beyond minimal requirements and provides innovative solutions to reporting needs and functions.

- Proposals shall describe the following reporting system requirements:
  - Data review and correction, prior to, during, and following test administration
  - Report security and control of access
  - Transfer of return files to the USOE
  - Immediate electronic accessibility of reports for students, parents, and educators that may include mobile apps
  - Provide translations in up to five USOE-defined languages
- Proposals shall include details and samples of the following reports, which should include, at a minimum, growth (spring to spring for all LEAs and fall to spring optional for LEAs), proficiency, and sub-score information:
  - State summary
  - LEA summary
  - School summary
  - Class summary

## Utah Statewide Computer Adaptive Assessment System

- Individual student results
- Proposals shall explain the features and capabilities of the reporting system, including but not limited to the following:
  - Data in an exportable format for LEA use (e.g., upload to LEA SIS)
  - Customizability (e.g., headers, external data sets, format, analytics)
  - Drill downs
  - Aggregation and disaggregation
  - Ability for LEAs to export PDF copies of customizable reports for distribution to stakeholders (e.g., policy makers, educators, parents, and students)
  - Student growth ((spring to spring for all LEAs and fall to spring optional for LEAs)
  - Users guides/interpretation information to assist report recipients in appropriately using and interpreting the report information
  - Ability to store and report multi-year student-level data

Successful proposals may include the ability for LEAs to import unique data sets and create customizable reports.

#### 4. Technology Requirements

##### a. Application Installation and Maintenance

The offeror shall propose a plan that:

- Provides for hosting of the online portions of any summative and interim components with the highest standards for availability and fault tolerance. Any maintenance of the online portions of the summative and interim components including installation and upgrades shall be scheduled within the maintenance window described below and with at least 10 days' notice to the USOE. All updates or upgrades, including emergency maintenance, shall be documented with technical and practical consequences including risks and benefits and reviewed and agreed to by the USOE before implementation.



## Utah Statewide Computer Adaptive Assessment System

All hosted systems' scheduled maintenance shall occur during the hours of 2200 and 0600 MST/MDT.

- Outlines system availability guarantees for all system users including students, proctors and administrators and the ability to complete their respective tasks within the summative and interim assessment system(s) at any time except those designated as a maintenance window described above.
- Provides a method for deployment of the workstation installed portions of the summative and interim components to LEA infrastructure that includes installation on a single machine as well as deployment through a network distribution system such as "Active Directory," "ARD," "Casper," and "Puppet," should any local installation be required. Software updates to any installed portions of the summative and interim components should be self-cleaning, not requiring a separate action to remove the previous version of the installed software. The offeror should provide self-updating software that does not require administrative permissions. The software should comply with best practices for uninstallation and should leave no trace when removed.
- Provides a system for the USOE to monitor current summative and interim component operation and usage including the number and type of all users currently active in the system, hosted system uptime, and hosted server/application health and availability. This system shall also be capable of automated outage notifications via email.
- Provides a system for LEAs to monitor current summative and interim component operation and usage including the number and type of users currently active in the system, hosted system uptime, and hosted server/application health and availability. This system shall also be capable of automated outage notifications via email.

b. Security and Integrity

The offeror shall:

## Utah Statewide Computer Adaptive Assessment System

- Provide a plan for physical security and prevention of unauthorized access to all hosted components including any hosted database, operating system, application or content and the immediate network of the offeror's servers
  - Provide a plan for password control, audit trails by sign-on, user-ID security, transaction field and field value level
  - Provide a plan to protect student data according to FERPA rules
  - Provide a plan to deliver content over a secure socket such as SSL using industry standard encryption levels such as 2048-bit RSA.
- c. Supported Devices and Operating Systems
- The offeror shall:
- Provide a plan for 32-bit and 64-bit (where applicable) QA process and support for the following operating systems:
    - Apple OS X 10.4 and above
    - Windows XP SP3 and above
    - Ubuntu 10.04 and above
    - SUSE Linux Enterprise Desktop (SLED) 11 and above with Gnome Desktop
    - Android 4.0 (Ice Cream Sandwich) and above
    - iOS 5.0 and above.
  - Provide a plan for hardware support that includes many varieties of hardware that exist in the Utah technology environment including, but not limited to:
    - Standalone desktops and laptops that are newer than five years old, including systems that are expected to be released in the short term
    - Netbooks
    - Desktops and laptops that are more than five years old
    - Multiplied work stations (e.g., N-Computing)
    - Thin client/hosted workstations (e.g., Citrix, VMWare and Microsoft RDC)
    - Tablets (e.g., iPad and similar tablets that use the iOS Operating System, Motorola Xoom and other tablets that use the Android Operating System)

## Utah Statewide Computer Adaptive Assessment System

- Small form tablets (e.g., iPod Touch, iPhone and phones and small form tablets that use the Android operating system).
- d. Hosting
- The offeror shall:
- Provide a plan to support more than 1,200,000 summative test administrations, more than 500,000 students participating in up to 3 tests, and more than 30,000 concurrent users with a response rate of less than 2 seconds beginning with the first year of deployment.
  - Provide a plan and examples for load-tests over prolonged periods that demonstrate server and network capacity. Execute and provide a detailed report on load-tests at least ninety (90) days before the first assessment is delivered to a student on the system.

## Utah Statewide Computer Adaptive Assessment System

**D. Psychometrics**

## 1. Overall Approach

Psychometric work will be conducted upon the summative and interim assessments. The offeror shall provide a plan that:

- Details all psychometric procedures and services necessary to produce assessment results which can be used in federal- and state-required accountability systems and public reporting.
- Provides for the psychometric analysis used for the summative and interim CAT assessments which should include the use of a three-parameter IRT model.

## 2. Blueprint

The offeror shall provide a detailed plan that includes:

- All relevant psychometric information about the proposed item pools and test blueprint
- Blueprint alignment to the Utah Core Standards
- Alignment to the variety of depth of cognitive abilities assessed, and alignment to the CAT design
- Average difficulty or difficulty targets of the pool
- Distribution of difficulties across the form or pool
- Item and test characteristic curves
- Balance of items that may contain any DIF
- Scoring key and alignment information
- Subscore criteria
- Item pool ratios of items to blueprint
- Termination criteria
- Pilot sample test events to provide quality assurance to the CAT test design and fidelity to the test blueprint
- Pilot testing of the assessment CAT design as a whole to ensure the algorithms are functioning as expected or as is appropriate.

## 3. Standard Setting

- a. Proposals should address standard setting to determine cut points for proficiency levels. In planning this activity, psychometricians shall work with USOE to determine how best to move from the 2004 U-PASS and NCLB standard setting to establish the number of proficiency levels appropriate for the

## Utah Statewide Computer Adaptive Assessment System

new assessment system standards (e.g., usually 3 or 4).

Participants should consist of the following:

- Vendor psychometricians
- State School Board Representative
- USOE Administrative Representative
- USOE Assessment Director
- USOE ELA, math and/or science assessment specialists
- A representative group of LEA Assessment Directors
- A representative group of principals
- LEA ELA, math, and/or science specialists
- ELA, math, and/or science teachers

- b. The proposal shall include a detailed description of the process to be used to establish standards and performance level descriptors. The plan should include but not be limited to the following:

- Details for all proposed meetings and workshops, including timelines, participants, and psychometric services
- Proposed methodologies and justification for selection
- Details and examples of proposed standards structure and reporting

## II. SUMMATIVE AND INTERIM TEST CONTENT

The Summative and Interim Test Content section contains background information on Utah's current CRT items and allows offerors to bid on the three remaining components of the RFP:

- English language arts summative and interim items for at least grades 3-12
- Mathematics summative and interim items for at least grades 3-12
- Science summative and interim items for at least grades 4-8, Earth Systems, Biology, Chemistry, and Physics.

### A. Background

This Background section gives offerors insight into the item development process utilized by Utah in developing items currently in its CRT item banks.

## Utah Statewide Computer Adaptive Assessment System

Items for English language arts, mathematics, and science have been under ongoing development since 2002. In cases where the core curriculum has been relatively stable, Utah's item bank is robust. However, it is less robust in cases where the core documents have changed significantly over the past five years. Traditionally, items have been written and reviewed by Utah teachers. Committees comprised of teachers, non-teacher professionals, diversity experts, special needs experts, and language learner experts reviewed and suggested changes to items to address concerns of alignment, accuracy, content, bias, sensitivity, and accessibility. Items also were subjected to a rigorous editorial review process. All of these reviews and opportunities for edits have ensured that Utah's item bank contains high quality items that contribute to the high content, construct, and criterion validity exhibited by Utah's CRTs.

The item development cycle followed by Utah in the past started with an item writing workshop and continued through the pilot statistics review following embedded field testing of items. An item was integrated into the operational item bank when approved by USOE assessment specialists following the pilot statistics review workshop which ended the development cycle.

After an item writing workshop, the item development cycle included:

- Item preparation by contractor and entry into banking system
- Determination of and tagging items with Webb's Depth of Knowledge designations
- Content review workshop
- Bias and sensitivity review workshop
- Other content expert reviews deemed necessary by the USOE (e.g., science content expert review to ensure scientific accuracy of items)
- Contractor and USOE editorial reviews
- Iterative review and editing of items by the USOE specialists and contractor at all steps
- Item field test
- Pilot statistics review workshop following field testing of new items

## Utah Statewide Computer Adaptive Assessment System

- USOE assessment specialists accepted items into item bank

In keeping with the USOE philosophy of test development, Utah teachers have been included in the test development process as often as feasible. After training by the USOE and its contractors, teachers have worked as item writers, content reviewers, and statistics reviewers. Item development trainings included not only guidelines for item writing, but also principles of assessment, item alignment, and core curriculum instruction. The USOE continues to consider these activities as valuable professional development opportunities for teachers.

## Utah Statewide Computer Adaptive Assessment System

The compositions of current Utah CRTs are described below.

<b>English Language Arts (ELA)</b>	<b>Item Bank Status</b>
<p>The current ELA CRT is comprised of nine tests in grades 3-11.</p> <ul style="list-style-type: none"> <li>• All are grade specific tests.</li> <li>• Each test contains roughly 65-70 items per form, including approximately 54 operational and 12 to 16 pilot items per form.</li> <li>• There are six forms per test.</li> </ul>	<p>The Elementary ELA CRT (grades 3-6) item bank is dated and in need of ongoing development. The Secondary ELA CRT (grades 7-11) item bank is robust; however, ongoing development is needed. Items in both banks need to be examined for alignment to the Utah Core Standards.</p>
<b>Mathematics</b>	<b>Item Bank Status</b>
<p>The current mathematics CRT is comprised of nine tests in grades 3-Algebra 2.</p> <ul style="list-style-type: none"> <li>• Elementary mathematics, grades 3-6, are grade specific tests.</li> <li>• Secondary mathematics, grades 7-12, are content specific tests in Math 7, Pre-Algebra, Algebra 1, Geometry, and Algebra 2.</li> <li>• Elementary mathematics grade 3 test contains roughly 60 items per form, including approximately 50 operational and 10 pilot items per form.</li> <li>• Grade 4 through Algebra 2 tests contain roughly 70 items per form, including approximately 60 operational and 10 pilot items per form.</li> <li>• Elementary mathematics, grades 3-6, have six forms per test.</li> <li>• Secondary mathematics, content specific tests, have one form per test.</li> </ul>	<p>Due to several core curriculum changes, the mathematics CRT item bank is marginal. Elementary mathematics has been preliminarily aligned to the Utah Core Standards. The USOE developed elementary mathematics items that were piloted in the 2012 testing season. The secondary mathematics item bank has been neither developed nor aligned to the Utah Core Standards. Utah Core Standards item development is needed for both elementary and secondary mathematics.</p>
<b>Science</b>	<b>Item Bank Status</b>
<p>The current science CRT is comprised of nine tests in grades 4-12.</p> <ul style="list-style-type: none"> <li>• Grades 4-8 are grade specific tests.</li> <li>• Grades 9-12 are content specific tests in earth science, biology, chemistry, and physics.</li> <li>• Each test contains approximately 72 items per form, including approximately 60 operational and 12 pilot items per form.</li> <li>• There are six forms per test.</li> </ul>	<p>The science CRT has a robust item bank that is scheduled for and in need of ongoing development.</p>



## Utah Statewide Computer Adaptive Assessment System

**B. Requirements**

## 1. Overall approach

Offerors shall propose a plan for assessment items to be used in the summative and interim assessment systems that, at a minimum, addresses the following:

- a. Items shall be aligned with Utah's Core Standards for English language arts, mathematics, and science. All items included in the bid must be aligned consistent with the Item Alignment provisions of Addendum A.
- b. Items shall represent all four levels of Webb's Depth of Knowledge, which includes not just procedural knowledge, but also conceptual knowledge and understanding. For example, some mathematics items should allow students to express understanding through constructed response, similar to the way ELA students express understanding through essay writing that focuses on the core's emphasis on argumentation rather than persuasion and expository writing.
- c. Summative and interim assessments shall incorporate all item types necessary to measure student understanding of the full breadth and depth of the Utah Core Standards. The plan also shall include examples of each proposed item type for ELA, math, and science. Item types should include at least selected response; constructed response; student performance task; and technology enhanced.
- d. Proposals shall address accommodating the review of items by a panel of fifteen parents consistent with House Bill 15 (<http://le.utah.gov/~2012/bills/hbillenr/hb0015.htm>).

Offerors may bid on one, two, or all three content areas. However, only offerors bidding on all five components of the RFP will be considered for a single contract award. An offeror's bid may include any or all of the following:

## Utah Statewide Computer Adaptive Assessment System

- Items from an existing vendor system
- Items from USOE's existing CRT item banks
- New items developed for this proposal
- Available open source consortium items

## 2. Item Development/Procurement

## a. Items from an existing vendor system

The offeror shall provide detailed information on any existing vendor items proposed for use in the system including at least the following information:

- Item alignment to depth and breadth of the Utah Core Standards
- Specific, verifiable information about the process to align the items to the Utah Core Standards
- Webb's Depth of Knowledge coverage
- Item exposure metrics (e.g., usage history)
- Dates of original creation
- Process used to create, pilot and approve the items
- Item bank acceptance criteria
- Item security procedures.

Offerors shall provide, as applicable, either evidence of compliance, or a plan for achieving compliance, with the item development requirements contained in Addendum A.

## b. Items from USOE's existing CRT item banks

The offeror shall provide detailed plans on use of any existing USOE items including at least the following information:

- Item alignment to depth and breadth of Utah Core Standards
- Specific, verifiable information about the process to align the items to the Utah Core Standards
- Depth of knowledge coverage
- Item bank acceptance criteria
- Review process for determining if an item is included
- Plans for transferring items into vendor item bank.

## Utah Statewide Computer Adaptive Assessment System

Offerors shall provide, as applicable, either evidence of compliance, or a plan for achieving compliance, with the item development requirements contained in Addendum A.

c. New items developed for this proposal

The offeror shall provide a detailed description of the item development process it will employ to develop new items including at least the following information:

- Detailed description of the item development cycle including all review processes and the participant selection process
- Detailed plans and specifications for all item review processes (e.g., bias and sensitivity) required by industry standards and necessary for federal and state accountability including but not limited to the following:
  - Participant selection process
  - Structure and timing of reviews
  - Process for documentation and tracking
  - Training procedures for participants
- Criteria and recruitment process for item writers and content reviewers. USOE values the inclusion of Utah teachers in the item development process but does not require items to be written by Utah teachers
- Item writing workshop detailed plans and costs.

Offerors shall provide, as applicable, either evidence of compliance, or a plan for achieving compliance, with the item development requirements contained in Addendum A.

d. Available open source consortium items

The offeror shall provide detailed information on how it will acquire, select, and align available open source items including at least the following information:

- Detailed plans for acquisition and transfer
- Item alignment to depth and breadth of Utah Core Standards
- Depth of knowledge coverage
- Item bank acceptance criteria
- Review process for determining if an item is included

## Utah Statewide Computer Adaptive Assessment System

- Plans for transferring items into vendor item bank.

Offerors shall provide, as applicable, either evidence of compliance, or a plan for achieving compliance, with the item development requirements contained in Addendum A.

3. Annual Analysis, Review, and Revisions

The offeror shall describe its process and schedule for annually analyzing, reviewing, and revising the summative and interim item banks used for each content grade level or course. The USOE will work with the selected vendor to review this process and schedule and will provide oversight to the item development and review processes. The USOE retains the right to accept or reject items for use in Utah's assessments.

4. Technology Requirements

Items written for this project shall be made readily exportable using the QTI 2.1 standard or a format agreed to by the USOE. The offeror shall propose a plan ensuring that items and their content shall be importable into the summative and interim technology item banking system. Offerors may or may not choose to leverage the technology they bid on the summative and interim system to bid on and deliver pertinent pieces of the item writing and formative technology components.

### III. FORMATIVE ASSESSMENTS

#### A. Background

Utah LEA personnel and K-12 public school educators use UTIPS Core, an online formative assessment system, to create and administer customized assessments aligned to the Utah Core Standards. Students may receive immediate feedback concerning their response to each item and overall assessment results. Approximately six million assessments were administered during the 2011-2012 school year..

The system currently offers the ability for teachers to create assessments using items that they have authored; items from other

## Utah Statewide Computer Adaptive Assessment System

users; or items from the item pool. This item pool shares no items with the secure item pools used for summative assessment (the two item pools have no overlap).

**B. Requirements**

## 1. Overall Approach

The offeror shall propose a detailed plan for providing formative assessments using its own system; or the offeror may choose to assume responsibility for the ongoing development, support and maintenance of the current system. If the offeror chooses to implement its own formative assessment system, it is USOE's intent that the system should present items and require users to act in a manner that matches the summative and interim assessment system(s) as closely as possible.

Offerors shall propose a detailed plan for how they will provide a robust item pool for English language arts, mathematics, and science for the formative system. An offeror may propose to utilize its own item pool, or to augment the current item pool. Source code and documentation for the current software are available on request pursuant to all applicable licensing terms and conditions.

## 2. Educator Functionality

The offeror's formative assessments proposal should include, at a minimum, the following:

- Construct assessments which can be administered at any point during the year
- Construct assessments which can:
  - Be aligned by the teacher to the Utah Core Standards for any subject and content area K-12, including subjects and content areas not assessed via the summative or interim systems (e.g., CTE, health)
  - Include links to websites
  - Include an upload of media (e.g., graphics, audio, spreadsheets)
  - Be shared with educators from their grade, department, school, or statewide as appropriate, with the ability for other users to administer, copy, and change items

## Utah Statewide Computer Adaptive Assessment System

- Be grouped together under a common stimulus (e.g., passage, graphic)
  - Construct assessments using a combination of USOE/vendor items and educator's own items
  - Allow educators to load tests into the software from a word processing format and enter test items and upload graphics/files individually.
3. System Functionality
- Offerors' proposed plan for system functionality should:
- Calculate scores for selected response and short answer questions
  - Provide real-time reports for each assessment, filterable by class period, teacher, school, and LEA as appropriate.
  - Provide reports that aggregate and disaggregate student results according to specified demographic data and include:
    - A roster to include student names, scores, time stamps, and the indication that extended response items need to be scored
    - A score distribution report outlining the number of students within specified benchmarks, with the ability to view those students
    - An item analysis report showing the percentage and names of students who chose each option and individual student responses to extended response items
    - A standards mastery report indicating student understanding of each content standard
    - The ability to export student level assessment results to a CSV file
  - Specify the sources of items (e.g., released or retired summative, teacher created, vendor provided)
  - Specify the types of items supported (e.g., selected response, constructed response)
  - Describe the degree to which automated scoring is supported
  - Mirror defined summative blueprints

## Utah Statewide Computer Adaptive Assessment System

- Provide students with their own data and reports, over the course of the school year
- Return usage statistics to the USOE outlining how many tests are taken by school and LEA, monthly and annually, as well as other reports that may be requested by the USOE
- Generate immediate reports available in a format that can be exported by educators, based on role.

## 4. Additional Requirements

The offeror's proposal should include the following:

- Number and types of items
- Coverage of breadth and depth of Utah Core Standards for English language arts, mathematics and science
- Degree of alignment to Utah Core Standards
- Depth of knowledge analysis

The offeror should explain how it will respond to additional USOE feature requests and future development needs. This plan should outline how ongoing communication and feedback from the LEA community will be used in the development process.

The plan also should propose technical support to all users, including, e.g., helpdesk (telephone and email) support; training materials; escalation procedures. Monthly reports summarizing inquiries and resolutions shall be provided to the USOE.

## 5. Formative Assessment Technical Requirements

## a. Application Installation and Maintenance

The offeror shall propose to:

- Host or provide for hosting of the online portions of any formative components with the highest standards for availability and fault tolerance. Any maintenance of the online portions of the formative components including installation and upgrades shall be scheduled within the maintenance window described below and with at least 10 days' notice to the USOE. All updates or upgrades, including emergency maintenance, shall be documented with

## Utah Statewide Computer Adaptive Assessment System

technical and practical consequences including risks and benefits and reviewed and approved by the USOE before implementation.

All hosted systems scheduled maintenance shall occur during the hours of 2200 and 0600 MST/MDT.

- Outline system availability guarantees for all system users including students, proctors, and administrators and the ability to complete their respective tasks within the formative assessment system at any time except those designated as a maintenance window described above.
- Although the USOE prefers a clientless web-based solution, the offeror may provide a method for deployment of the workstation installed portions of the formative components to LEA infrastructure that includes installation on a single machine as well as deployment through a network distribution system such as "Active Directory," "ARD," "Casper," and "Puppet." Software updates to the installed portions of the formative components should be self-cleaning, not requiring a separate action to remove the previous version of the installed software. The offeror should provide its plan for self-updating software that does not require administrative permissions. The software should comply with best practices for uninstallation and should leave no trace when removed.
- Provide a system for the USOE to monitor real-time formative component operation and usage including the number and type of all users currently active in the system, hosted system uptime, and hosted server/application health and availability. This system also shall be capable of automated outage notifications via email.
- Provide a system for LEAs to monitor real-time formative component operation and usage including the number and type of the LEA's users currently active in the system, hosted system uptime, and hosted server/application health and availability. This system also shall be capable of automated outage notifications via email.



## Utah Statewide Computer Adaptive Assessment System

## b. Security and Integrity

The offeror shall:

- Provide a plan for physical security and prevention of unauthorized access to all hosted components including any hosted database, operating system, application or content and the immediate network of offeror's servers
- Provide a plan for password control, audit trails by sign-on, user-ID security, transaction field and field value level
- Provide a plan to protect student data according to FERPA rules
- Provide a plan to deliver content over a secure socket such as SSL using industry standard encryption levels such as 2048-bit RSA.

## c. Supported Devices and Operating Systems

The offeror shall:

- Provide a plan for 32-bit and 64-bit (where applicable) support of the following operating systems.
  - Apple OS X 10.4 and above
  - Windows XP SP3 and above
  - Ubuntu 10.04 and above
  - SUSE Linux Enterprise Desktop (SLED) 11 and above with Gnome Desktop
  - Android 4.0 (Ice Cream Sandwich) and above
  - iOS 5.0 and above
- Provide a plan for hardware support that includes many varieties of hardware that exist in the Utah technology environment including, but not limited to
  - Standalone desktops and laptops that are newer than five years old, including systems that are expected to be released in the short term
  - Netbooks
  - Desktops and laptops that are more than five years old
  - Multiplied work stations (e.g., N-Computing)
  - Thin client/hosted workstations (e.g., Citrix, VMWare and Microsoft RDC)

## Utah Statewide Computer Adaptive Assessment System

- Tablets (e.g., iPad and similar tablets that use the iOS Operating System, Motorola Xoom and other tablets that use the Android Operating System)
  - Small form tablets (e.g., iPod Touch, iPhone and phones and small form tablets that use the Android operating system).
- d. Hosting
- The offeror shall:
- For the formative product, provide a plan to support 6,000,000 test administrations for more than 300,000 students with up to 20,000 concurrent users in the first year of deployment with a response rate of less than 2 seconds
  - Provide a plan and examples for load-tests over prolonged periods that demonstrate server and network capacity. Execute and provide a detailed report on load-tests at least ninety (90) days before the first assessment is delivered to a student on the system.

**OTHER CONTRACT REQUIREMENTS****A. Return and Destruction of Items and Data**

Any test items developed; transferred to selected contractor(s); or already existing in State test item banks are and will remain the exclusive property of the State and may not be used for any other purposes (except by express, written permission from the USOE). All State test items transferred to or in possession of the selected contractor(s) shall be returned to the USOE and electronically purged from the vendor's system at the expiration or termination of a contract, whichever is earlier. Pre-existing contractor-produced items shall be identified in the item banking system so they can be returned to the selected contractor at contract termination.

The selected contractor(s) shall take prudent measures to safeguard, protect, and maintain confidentiality of any student level data of any kind which come into its possession in the performance of services under a contract resulting from this RFP. The selected contractor(s) shall not disclose any such data without prior authorization nor in a manner inconsistent with applicable federal or state laws; and shall return or

## Utah Statewide Computer Adaptive Assessment System

securely destroy at USOE's option any such data on the earlier of expiration or termination of a contract.

**B. Timetables**

House Bill 15 (<http://le.utah.gov/~2012/bills/hbillenr/hb0015.htm>), passed during the 2012 Utah legislative session, modified the Utah Performance Assessment System for Students (U-PASS) to require school districts and charter schools to administer computer adaptive tests aligned with Utah Core Standards no later than the 2014-15 school year. Offerors' proposals shall include a detailed timeline for transitioning from Utah's current assessment to the new CAT system no later than the legislatively required timeline; but offerors may propose a more aggressive timeline with earlier implementation dates. The timeline must include enough specifics and detail to verify that it is a reasonable and achievable schedule. The plan shall include the following, as applicable:

1. Formative. A timeline for implementation of the formative assessments with a minimum initial availability date of September 1, 2013 with complete transition and availability of system components by June 2014. These tools will replace the current UTIPS system. A timeline and detailed plans for ongoing development beyond June 2014 must be included.
2. Interim. A timeline for the implementation of the interim assessment with an availability for LEA training and installation, beginning no later than July 2014 in preparation for live administration in fall 2014.
3. Summative. A timeline for the implementation of the summative adaptive assessment with an availability for LEA training and installation, beginning no later than October 2014 in preparation for a live administration in spring 2015. Initial piloting and exposure of the system to LEAs should begin no later than during the 2013-14 school year.
4. As applicable, detailed plans and dates for the transfer of existing items (vendor items, existing USOE items, open source consortium items) into the interim and summative adaptive item banks.
5. Detailed plans and schedule of all proposed future item development. The plans and dates shall include all aspects of the item development process including piloting and all required reviews.

## Utah Statewide Computer Adaptive Assessment System

**C. Quality Assurance**

For computer adaptive tests, USOE will have final approval of the test items and the interface/delivery of items and testing environments. The selected contractor must be responsive to the USOE test development specialists' requirements for test item functionality and appearance. Offerors shall propose a solution that details and satisfies as many of the following QA/QC processes as possible, and identifies others the offeror may propose:

- All steps of the CAT process
- Data exchanges
- Help desk operation
- Training content and delivery
- Systems integration
- Functional and nonfunctional systems testing
- QA reviews and timely problem resolution
- An ongoing, comprehensive testing system to ensure functionality and performance, and to include unit testing, system testing, user acceptance testing, quality assurance testing, performance testing, and operations testing
- Any other processes the offeror may utilize.

**D. Project Management**

The vendor(s) selected as a result of this RFP will be responsible for managing its contracted scope of work as part of a comprehensive project designed to achieve all program objectives and apply the resources necessary and appropriate to fulfill requirements. The USOE reserves the right to accept or reject particular vendor staff members. Offerors shall propose a project management plan that details and satisfies as many of the following parameters as possible, and identifies others the offeror may propose:

- Explains management of the CAT system and its components
- Identifies names, roles, and levels of experience of the project management team
- Provides an organizational chart illustrating key roles and interrelationships
- Outlines an effective communications plan that includes at least:

## Utah Statewide Computer Adaptive Assessment System

- Weekly, agendaized conference calls with the USOE
- Toll free or other electronic access means for calls and meetings
- Meeting minutes and regular action items
- Immediate access to and contact information for the project management team
- Chain of command contact information
- Provides a plan, participants, and agenda for a contract kick-off meeting and annual planning meetings
- Tracks work and provides progress reports against key deliverable dates
- Invoices according to the terms outlined in this RFP (below)
- Manages all workshops, as applicable, including registration, participant and data tracking, communications, confidentiality, record keeping, and results reporting

Invoicing Information: Detailed invoices shall be submitted at least quarterly for services rendered coinciding with the USOE's fiscal year which ends June 30, reflecting the budget presented in the proposal and finalized at contract signing. Invoices for payment must itemize work completed rather than invoicing based on set time intervals or proportional invoicing of the yearly budget. Offerors shall include a sample detailed invoice, and any typical supporting documentation, as part of their proposals. All invoices and associated materials must be completed following a consistent and approved format.

#### E. Technical Manuals

Proposal shall include a plan for how offerors will produce technical manuals consistent with professional technical and industry standards necessary to meet Federal peer review requirements. The plan shall also include a yearly analysis and summary report describing the key elements of the assessment system provided (e.g., production, administration, data).

## Utah Statewide Computer Adaptive Assessment System

**F. Contract Finalization**

Upon termination or expiration of a contract resulting from this RFP, the selected vendor(s) will be responsible to assist the USOE to ensure a smooth transfer of responsibility and materials to the USOE and/or a successor vendor. The offeror shall propose a contract finalization plan that details and satisfies as many of the following parameters as possible and identifies others the offeror may propose:

- Produces a contract closeout report
- At USOE's option, destroys or returns (in a file format approved by USOE) all relevant data files generated during the course of a contract
- Proposes item and student level data return or destruction consistent with this RFP
- Assures completion within 30 days of termination or expiration of a contract
- Proposes a plan for communication and transition between vendor and USOE or a successor vendor
- Supplies a final invoice designated as such.

## Utah Statewide Computer Adaptive Assessment System

**BIDDABLE ITEMS**

This list is provided here for convenience. Details of each biddable item have been explained previously.

**I. SUMMATIVE & INTERIM TECHNOLOGY****C. Technology Requirements**

1. Item Bank
2. Administration
  - a. Testing time
  - b. Training
  - c. Test Administration Requirements
  - d. Helpdesk Support
  - e. Paper-Based Administration
  - f. Test Administration Manuals (TAMs)
3. Delivery System
  - a. Overall Approach
  - b. Data Exchanges
  - c. Adaptive Test Engine
  - d. Scoring
  - e. Report System
4. Technology Requirements
  - a. Application Installation and Maintenance
  - b. Security and Integrity
  - c. Supported Devices and Operating Systems
  - d. Hosting

**D. Psychometrics**

1. Overall Approach
2. Blueprint
3. Standard Setting
  - a. Proficiency Levels
  - b. Performance Level Descriptors

**II. SUMMATIVE AND INTERIM TEST CONTENT****B. Requirements**

1. Overall Approach
  - d. Parental Review
2. Item Development/Procurement
  - a. Items from an existing vendor system
  - b. Items from USOE's existing CRT item banks

## Utah Statewide Computer Adaptive Assessment System

- c. New items developed for this proposal
- d. Available open source consortium items
- 3. Annual Analysis, Review, and Revisions
- 4. Technology Requirements

**III. FORMATIVE ASSESSMENTS****B. Requirements**

- 1. Overall Approach
- 2. Educator Functionality
- 3. System Functionality
- 4. Additional Requirements
- 5. Formative Assessment Technical Requirements
  - a. Application Installation and Maintenance
  - b. Security and Integrity
  - c. Supported Devices and Operating Systems
  - d. Hosting

**OTHER CONTRACT REQUIREMENTS**

- A. Return and Destruction of Items and Data
- B. Timetables
- C. Quality Assurance
- D. Project Management
- E. Technical Manuals
- F. Contract Finalization

**ADDENDUM A**

- Workshops
- Item Preparation
- Item Style Guide
- Item Characteristics
- Item Alignment
- Universal Design Accessibility



## Utah Statewide Computer Adaptive Assessment System

**PROPOSAL CONTENT REQUIREMENTS****Demonstration of Expertise in Developing Large-Scale Assessments**

The offeror must have demonstrated expertise in large scale test development and have a record of accomplishment in the development and refinement of high quality assessment instruments. Offerors shall provide no fewer than three letters of reference and specific examples of previous district and/or statewide test development work. The offeror shall demonstrate a history of meeting deadlines and satisfying contract requirements. Minimum required skills include subject area expertise at target grade levels for individuals who will supervise item development; expertise in advanced psychometrics and statistics; ability to develop technical manuals; and the organizational capability to manage large-scale test development projects with relatively high-stakes for accountability. The offeror shall submit resumes of all staff who will be involved in the project.

**Demonstration of Expertise in Computer Based and/or Computer Adaptive Testing**

The offeror must have demonstrated expertise in large scale computer-based assessment development and implementation in a variety of technical environments. Offerors shall demonstrate a history of meeting requirements, including: high system availability; industry standard redundancy; high concurrent user capacity; effective quality assurance processes; expertise in application life-cycle development; proven ability to develop and troubleshoot in Windows, Macintosh and Linux environments; proven ability to support large-scale helpdesk needs.

**Development of a Project Plan**

The offeror shall develop a detailed plan for completing the outlined CAT contract. The plan shall include each of the components specified in the Scope of Work section as it relates to project deliverables. This plan shall also include a timeline of key activities in accordance with the Scope of Work within this RFP.

**Cost Proposal**

In preparing the proposed budget for the project, the offeror shall provide a statement of total costs and annual budgets. Detailed annual costs shall include:

- Personnel costs (aggregated and disaggregated by position and annual hours for the project)

## Utah Statewide Computer Adaptive Assessment System

- Item development costs
- CAT delivery costs
- Initial and ongoing licensing fees
- Overhead costs
- Travel costs
- Supporting meetings
- Submit costs for contractor assuming the responsibility for costs of meetings. Costs would include: reimbursement to participants for mileage, hotel accommodations, teacher substitutes or stipend, cost of meals, breaks, and facilities.
- Supplies and materials
- Design and programming costs, if any

Note: Cost will be evaluated independently from the technical proposal. Please enumerate all costs on a separate cost proposal summary sheet.

Costs will be reimbursed at state rates as specified in the State of Utah Accounting Policies and Procedures. *Per diem* will be paid at current State of Utah rates. The state of Utah has published, as specified in the State of Utah Accounting Policies and Procedures section FIACCT 10-02.00, allowable/reimbursable expenses available at the following URL and subject to change: <http://www.finance.utah.gov/>.

[In the left column menu, click on “Accounting Policies and Procedures;” then on “10 Travel;” then on “10 02 Reimbursement.” *Per diem* and hotel rates may change during the course of any contract resulting from this RFP. Expenses will be reimbursed at the rate extant at the time of expenditures in accordance with this policy as interpreted and enforced by the State.]

**Company Qualifications**

- Experience in developing large scale assessments and CATs
- Expertise in psychometrics
- Experience in program management and collaboration
- Demonstrated understanding of the educational process

## Utah Statewide Computer Adaptive Assessment System

**PROPOSAL RESPONSE FORMAT**

All proposals must be organized and tabbed with labels for the following headings:

**RFP Form.** The State's Request for Proposal form completed and signed.

**Executive Summary.** The one or two page executive summary is written to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

**Detailed Response.**

This section should constitute the major portion of the proposal and must contain at least the following information:

- A complete narrative of the offeror's assessment of:
  - the work to be performed,
  - the offeror's ability and approach, and
  - the resources necessary to fulfill the requirements.
  - this should demonstrate the offeror's understanding of the desired overall performance expectations.
- Clearly indicate any options or alternatives proposed.
- A specific point-by-point response, in the order listed, to each requirement in the RFP.
- All required elements of the proposal as specified starting on page 12.

**PROPOSAL EVALUATION CRITERIA**

On review of the submitted proposals and based on the best interest of the State, a decision will be made as to whether the award will include every element of this RFP. The evaluation committee will then evaluate qualifying proposals against the weighted criteria as outlined in the attached evaluation form. Each area of the evaluation criteria for which a budget quotation is provided must be addressed in detail.

Vendor performance on prior and existing contracts with the USOE is subject to review and discussion and may be utilized in the decision making processes inherent in RFP response review.

## Utah Statewide Computer Adaptive Assessment System

**ADDENDUM A—ITEM DEVELOPMENT REQUIREMENTS**

Regardless of item origin:

1. Items from an existing vendor system
2. Items from USOE's existing CRT item banks
3. New items developed for this proposal
4. Available open source consortium items

offerors shall provide, *as applicable*, either evidence of compliance, or a plan for achieving compliance, with the item development requirements contained herein. In addition to the development steps outlined below, offerors may include other development steps deemed necessary. Each step carries with it the expectation that items may be revised or rejected by the USOE.

Workshops (for new item development only)

The offeror shall provide full details and schedules of how it proposes to accomplish all development tasks. Where workshops are proposed, offeror should detail workshop management procedures and workshops content (e.g., item writing, depth of knowledge, content review, bias and sensitivity, content expert review, pilot statistics).

Item Preparation

The offeror shall propose full details of its item preparation procedures and production cycle, including:

- incorporating revisions
- graphics production
- communication
- item development plans including a detailed schedule
- USOE's role
- evidence that the assessment items will meet the technical requirements of federal peer review
- evidence that the item pool is current and aligned to the Utah Core Standards in English language arts, mathematics, and science and contains sufficient items and item types to measure the depth of knowledge required by peer review

No item shall be used, either operationally or as a field test item, which has not been approved for use by the USOE.

## Utah Statewide Computer Adaptive Assessment System

Item Style Guide

For CAT and paper based accommodations, the offeror shall detail its plan to review, maintain, and revise USOE's style guides, including conformation of new items.

Item Characteristics

The offeror shall propose items for the summative and interim assessments that measure student understanding of the breadth and depth of the Utah Core Standards to the fullest extent possible. The offeror's plan should work within current technological and resource constraints. The plan should include but not be limited to the following:

- Number and percentage of each item type (e.g., selected response, constructed response, performance tasks, technology-enhanced) to be included in the item pools
- Percentage of items at each level of Webb's Depth of Knowledge and the depth of knowledge classification for each individual item. Also include how classification determinations were made.
- Number and percentage of any existing items that are aligned to the Utah Core Standards in English language arts, mathematics, and science. Also include how alignment determinations were made.
- Percentage of items that can be machine scored (e.g., dichotomous, artificial intelligence)
- Evidence of items that represent all points across the achievement spectrum and how these determinations were made
- Percentage of items tagged with accessibility profile data (e.g., text-to-speech)
- Samples of each item type
- Item exposure metrics (e.g., usage history)

A successful proposal should describe innovative technology and approaches to a variety of item types that assess the breadth and depth of the Utah Core Standards in a way that captures student knowledge, skills,

## Utah Statewide Computer Adaptive Assessment System

and the ability to apply them with greater accuracy while increasing student motivation, engagement, and enjoyment of the testing experience.

### Item Alignment

The offeror shall propose a detailed plan for how all items to be used in the summative and interim assessments, regardless of source, have been or will be aligned to the Utah Core Standards. The plan should be specific in nature, and for items aligned previously, verifiable details of the process employed must be provided.

The plan should propose working with USOE to create guidelines for item alignment to the Utah Core Standards and the drafting and finalization of an Item Alignment Guidelines document. USOE will share with a selected vendor any work already done in relation to these guidelines.

### Universal Design Accessibility

The USOE is interested in acquiring a CAT system that is accessible to all students. Preference will be given to bids which demonstrate an innovative approach to accessibility which maximize the use of new technology in a cost efficient manner. Offerors should explain how their systems are or will be compliant with, have applied, or will apply as many of the following principles as possible:

- AIP standards compliance. See <http://www.imsglobal.org/apip/index.html>
- PNP standards compliance. See [http://www.imsglobal.org/accessibility/accpnpv2p0/spec/ISO\\_A\\_CCPNInfoModelv2p0.html](http://www.imsglobal.org/accessibility/accpnpv2p0/spec/ISO_A_CCPNInfoModelv2p0.html)
- US Rehabilitation Action Section 508, which requires that all web site content be equally accessible to people with disabilities
- Web Content Accessibility Guidelines 2.0, which will make content accessible to a wider range of people with disabilities, including blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photosensitivity, and combinations of these
- Utah's current accessibility requirements as described in the Utah Assessment Participation and Accommodations Policy found at

## Utah Statewide Computer Adaptive Assessment System

[http://www.schools.utah.gov/sars/DOCS/assessment/Special\\_Needs\\_Accommodations\\_Policy-pdf.aspx](http://www.schools.utah.gov/sars/DOCS/assessment/Special_Needs_Accommodations_Policy-pdf.aspx)

Prominent requirements of this policy include, but are not limited to: text-to-speech for directions, passages, and items; sign language for directions, passages, and items; large print; Braille/tactile graphics; magnification devices; calculation devices; extended time; multiple breaks.

- Access by Design. Beyond accessibility, which is concerned with making the content and functionality of web sites within reach to all users, universal usability strives to make the content and functionality accessible and usable by all. Usability principles should be applied to the areas of item development, test development, test administration, and test administration portals.
- Accessibility for all students. Includes color overlay; line reader; highlighter; answer eliminator; increased font size; reverse contrast; fore & background color; text-to-speech for directions.
- Accessibility for some students. Includes text-to-speech for passages and items, including the description of graphics and text-to-speech for equations; speech-to-text; refreshable Braille/tactile graphics using an external embosser/printer; additional time; breaks; fixed form paper for regular print; fixed form paper Braille/tactile graphics; and fixed form paper large print. Fixed form paper assessments will be used by very few students.

Assessment items must be associated with meta-data that describe any changes that will be made to the content, display, or input method necessary to provide appropriate accommodations to the student. In addition, the overall approach must leverage the use of computer-based accessibility tools, driven by an item-tagging system that will control and ensure appropriate application of the tools. Refer to the table below.

## Utah Statewide Computer Adaptive Assessment System

<b>Accessibility Features</b>	<b>Currently available</b>	<b>Preferred</b>	<b>Optional</b>
Increased font size	X	X	
Fore and background color	X	X	
Calculation devices	X	X	
Protractor, ruler, periodic table, etc.	X	X	
Additional time	X	X	
Breaks	X	X	
Text-to-speech – directions, passages, items	X	X	
Text-to-speech – graphic description		X	
Color overlay		X	
Reverse contrast		X	
Line reader		X	
Highlighter		X	
Answer eliminator		X	
Refreshable braille/tactile with external embosser printer		X	
Magnification	X via external device used on paper	X via computer	
Speech-to-text		X	
Fixed form paper – regular print	X via paper	X via paper	
Fixed form large print -	X via paper	X via paper	
Fixed form braille/tactile graphics	X via paper	X via paper	
Sign language – directions, passages, items	X via teacher		X via video on computer
Auditory calming			X
Translations (all but ELA content)	X via teacher		



Utah Statewide Computer Adaptive Assessment System

Proposal Evaluation Score Sheet

Utah Statewide Computer Adaptive Assessment System

Solicitation # PR13015  
 Firm Name: \_\_\_\_\_  
 Evaluator Name: \_\_\_\_\_

Score assessed as follows:  
 0 = Failure  
 1 = Poor: inadequate, fails to meet requirement  
 2 = Fair: only partially responsive  
 3 = Average: meets minimum requirement  
 4 = Above average: exceeds minimum  
 5 = Superior

I. SUMMATIVE & INTERIM TECHNOLOGY

Requirement Category	Score (0-5)	Weight	Possible	Points Awarded
C. Technology Requirements				
1. Item Bank		2	10	
2. Administration				
a. Testing time		1	5	
b. Training		2	10	
c. Test Administration Requirements		1	5	
d. Helpdesk Support		1	5	
e. Paper-Based Administration		0.5	2.5	
f. Test Administration Manuals (TAMs)		0.5	2.5	
3. Delivery System				
a. Overall Approach		1	5	
Educator experience innovation		1	5	
Student experience innovation		3	15	
b. Data Exchanges		1	5	
c. Adaptive Test Engine		1	5	
Test engine innovation		3	15	
d. Scoring		1	5	
e. Report System		1	5	
Reporting innovation		3	15	
4. Technology Requirements				
a. Application Installation and Maintenance		1	5	
b. Security and Integrity		1	5	
c. Supported Devices and Operating Systems		2	10	
d. Hosting		1	5	

Utah Statewide Computer Adaptive Assessment System

D. Psychometrics				
1. Overall Approach		1	5	
2. Blueprint		1	5	
3. Standard Setting		1	5	
		Out of 155:		
OTHER CONTRACT REQUIREMENTS				
B. Timetables		1	5	
C. Quality Assurance		1	5	
D. Project Management		1	5	
E. Technical manuals		0.5	2.5	
		Out of 17.5:		
COST (inserted by State Purchasing*)		(30% or 72.5 points)		
		Total of all categories:		

Utah Statewide Computer Adaptive Assessment System

Proposal Evaluation Score Sheet

**Utah Statewide Computer Adaptive Assessment System**

Solicitation # PR13015  
 Firm Name: \_\_\_\_\_  
 Evaluator Name: \_\_\_\_\_

Score assessed as follows:  
 0 = Failure  
 1 = Poor: inadequate, fails to meet requirement  
 2 = Fair: only partially responsive  
 3 = Average: meets minimum requirement  
 4 = Above average: exceeds minimum  
 5 = Superior

II. SUMMATIVE AND INTERIM TEST CONTENT--ENGLISH LANGUAGE ARTS

Requirement Category	Score (0-5)	Weight	Possible	Points Awarded
B. Requirements				
1. Overall Approach				
d. Parental Review		1	5	
2. Item Development/Procurement		1	5	
3. Annual Analysis, Review, and Revisions		1	5	
4. Technology Requirements		1	5	
		Out of 20:		
ADDENDUM A--ITEM DEVELOPMENT REQUIREMENTS				
Workshops		1	5	
Item Preparation		1	5	
Item Style Guide		1	5	
Item Characteristics				
Alignment to Core		5	25	
Depth of Knowledge		3	15	
Item Types		1	5	
Number of Items		1	5	
Item Innovation		2	10	
Universal Design Accessibility		1	5	
Accessibility Innovation		2	10	
		Out of 90:		
COST (inserted by State Purchasing*)		(30% or 45 points)		
		Total of all categories:		

Utah Statewide Computer Adaptive Assessment System

Proposal Evaluation Score Sheet  
**Utah Statewide Computer Adaptive Assessment System**

Solicitation # PR13015  
 Firm Name: \_\_\_\_\_  
 Evaluator Name: \_\_\_\_\_

Score assessed as follows:  
 0 = Failure  
 1 = Poor: inadequate, fails to meet requirement  
 2 = Fair: only partially responsive  
 3 = Average: meets minimum requirement  
 4 = Above average: exceeds minimum  
 5 = Superior

II. SUMMATIVE AND INTERIM TEST CONTENT--MATHEMATICS

Requirement Category	Score (0-5)	Weight	Possible	Points Awarded
B. Requirements				
1. Overall Approach				
d. Parental Review		1	5	
2. Item Development/Procurement		1	5	
3. Annual Analysis, Review, and Revisions		1	5	
4. Technology Requirements		1	5	
		Out of 20:		
ADDENDUM A--ITEM DEVELOPMENT REQUIREMENTS				
Workshops		1	5	
Item Preparation		1	5	
Item Style Guide		1	5	
Item Characteristics				
Alignment to Core		5	25	
Depth of Knowledge		3	15	
Item Types		1	5	
Number of Items		1	5	
Item Innovation		2	10	
Universal Design Accessibility		1	5	
Accessibility Innovation		2	10	
		Out of 90:		
COST (inserted by State Purchasing*)		(30% or 45 points)		
		Total of all categories:		

Utah Statewide Computer Adaptive Assessment System

Proposal Evaluation Score Sheet

**Utah Statewide Computer Adaptive Assessment System**

Solicitation # PR13015  
 Firm Name: \_\_\_\_\_  
 Evaluator Name: \_\_\_\_\_

Score assessed as follows:  
 0 = Failure  
 1 = Poor: inadequate, fails to meet requirement  
 2 = Fair: only partially responsive  
 3 = Average: meets minimum requirement  
 4 = Above average: exceeds minimum  
 5 = Superior

II. SUMMATIVE AND INTERIM TEST CONTENT--SCIENCE

Requirement Category	Score (0-5)	Weight	Possible	Points Awarded
B. Requirements				
1. Overall Approach				
d. Parental Review		1	5	
2. Item Development/Procurement		1	5	
3. Annual Analysis, Review, and Revisions		1	5	
4. Technology Requirements		1	5	
		Out of 20:		
ADDENDUM A--ITEM DEVELOPMENT REQUIREMENTS				
Workshops		1	5	
Item Preparation		1	5	
Item Style Guide		1	5	
Item Characteristics				
Alignment to Core		5	25	
Depth of Knowledge		3	15	
Item Types		1	5	
Number of Items		1	5	
Item Innovation		2	10	
Universal Design Accessibility		1	5	
Accessibility Innovation		2	10	
		Out of 90:		
COST (inserted by State Purchasing*)		(30% or 45 points)		
		Total of all categories:		

Utah Statewide Computer Adaptive Assessment System

Proposal Evaluation Score Sheet

Utah Statewide Computer Adaptive Assessment System

Solicitation # PR13015  
 Firm Name: \_\_\_\_\_  
 Evaluator Name: \_\_\_\_\_

Score assessed as follows:  
 0 = Failure  
 1 = Poor: inadequate, fails to meet requirement  
 2 = Fair: only partially responsive  
 3 = Average: meets minimum requirement  
 4 = Above average: exceeds minimum  
 5 = Superior

III. FORMATIVE ASSESSMENTS

Requirement Category	Score (0-5)	Weight	Possible	Points Awarded
<b>B. Requirements</b>				
1. Overall Approach		3	15	
2. Educator Functionality		2	10	
3. System Functionality		1	5	
4. Additional Requirements		1	5	
<b>5. Formative Assessment Technical Requirements</b>				
a. Application Installation and Maintenance		1	5	
b. Security and Integrity		1	5	
c. Supported Devices and Operating Systems		1	5	
d. Hosting		1	5	
e. Technical Requirements Innovation		2	10	
		Out of 65:		
<b>OTHER CONTRACT REQUIREMENTS</b>				
Timetables		1	5	
Quality Assurance		1	5	
Return and Destruction of Items and Data, Project Management, Contract Finalization		1	5	
		Out of 15:		
<b>COST (inserted by State Purchasing*)</b>		(30% or 35 points)		
		Total of all categories:		

## Utah Statewide Computer Adaptive Assessment System

\*Purchasing will use the following cost formula: The points assigned to each offeror's cost proposal will be based on the lowest Proposal Price. The offeror with the lowest Proposal Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposal Price is than the Lowest Proposal Price. An offeror whose Proposal Price is more than double (200%) the Lowest Proposal Price will receive no points. The formula to compute the points is:  $\text{Cost Points} \times (2 - \text{Proposal Price}/\text{Lowest Proposal Price})$ .

### Percentage Breakdown of all RFP Sections

#### I. SUMMATIVE & INTERIM TECHNOLOGY

C. Technology Requirements & D. Psychometrics = 64%  
 OTHER CONTRACT REQUIREMENTS = 6%  
 COST = 30%

#### II. SUMMATIVE AND INTERIM TEST CONTENT--ENGLISH LANGUAGE ARTS

Requirements = 12%  
 ADDENDUM A--ITEM DEVELOPMENT REQUIREMENTS = 58%  
 COST = 30%

#### II. SUMMATIVE AND INTERIM TEST CONTENT—MATHEMATICS

Requirements = 12%  
 ADDENDUM A--ITEM DEVELOPMENT REQUIREMENTS = 58%  
 COST = 30%

#### II. SUMMATIVE AND INTERIM TEST CONTENT—SCIENCE

Requirements = 12%  
 ADDENDUM A--ITEM DEVELOPMENT REQUIREMENTS = 58%  
 COST = 30%

#### III. FORMATIVE ASSESSMENTS

Requirements = 57%  
 OTHER CONTRACT REQUIREMENTS = 13%  
 COST = 30%

Budget for Utah Statewide Computer Adaptive Assessment System						Offerors are to complete the cost proposal below as applicable based on narrative response to RFP.										
						Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5						
						Sep 2012 - Aug 2013	Sep 2013 - Aug 2014	Sep 2014 - Aug 2015	Sep 2015 - Aug 2016	Sep 2016 - Aug 2017						
<b>I. SUMMATIVE &amp; INTERIM TECHNOLOGY</b>																
C. Technology Requirements																
1. Item Bank																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
2. Administration																
a. Testing Time																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
b. Training																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
c. Test Administration Requirements																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
d. Helpdesk Support																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
e. Paper-Based Administration																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
f. Test Administration Manuals (TAMs)																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
3. Delivery System																
a. Overall Approach																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
b. Data Exchanges																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
c. Adaptive Test Engine																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
d. Scoring																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
e. Report System																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
4. Technology Requirements																
a. Application Installation and Maintenance																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
b. Security and Integrity																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
c. Supported Devices and Operating Systems																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
d. Hosting																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
D. Psychometrics																
1. Overall Approach																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
2. Blueprint																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
3. Standard Setting																
a. Proficiency Levels																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
b. Performance Level Descriptors																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Totals for this section if awarded separately:						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
<b>II. SUMMATIVE AND INTERIM TEST CONTENT</b>																
B. Requirements																
1. Overall Approach																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
d. Parental Review																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
2. English Language Arts Item Development/Procurement																
a. Items from an existing vendor system																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
b. Items from USOE's existing CRT item banks																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
c. New items developed for this proposal																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
d. Available open source consortium items																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
2. Mathematics Item Development/Procurement																
a. Items from an existing vendor system																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
b. Items from USOE's existing CRT item banks																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
c. New items developed for this proposal																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
d. Available open source consortium items																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
2. Science Item Development/Procurement																
a. Items from an existing vendor system																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
b. Items from USOE's existing CRT item banks																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
c. New items developed for this proposal																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
d. Available open source consortium items																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
3. Annual Analysis, Review, and Revisions																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
4. Technology Requirements																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
<b>ITEM DEVELOPMENT REQUIREMENTS (from Addendum A)</b>																
Workshops																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Item Preparation																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Item Style Guide																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Item Characteristics																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Item Alignment																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Universal Design Accessibility																
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Totals for this section if awarded separately:						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
<b>III. FORMATIVE ASSESSMENTS</b>																



B. Requirements

- 1. Overall Approach
- 2. Educator Functionality
- 3. System Functionality
- 4. Additional Requirements
- 5. Formative Assessment Technical Requirements
  - a. Application Installation and Maintenance
  - b. Security and Integrity
  - c. Supported Devices and Operating Systems
  - d. Hosting

Totals for this section if awarded separately:

\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

OTHER CONTRACT REQUIREMENTS

- A. Return and Destruction of Items and Data
- B. Timetables
- C. Quality Assurance
- D. Project Management
- E. Technical manuals
- F. Contract finalization

Totals for this section:

\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

\*Cost savings if awarded multiple sections:

Yearly totals:

\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Contract Total \$0.00

\*Offerors bidding on multiple sections shall provide a narrative explanation of how an award on multiple or all sections of the RFP will result in enhanced value and cost savings to the State. This includes an explanation of where the cost savings will be derived.

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids or to the Multi-Step Process.

### 5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

### 5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No.

- 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
  11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
  12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
  13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
  14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
  15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
  16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
  17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
  18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
  19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

20. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
21. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card).
22. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
23. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
24. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
25. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
26. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
27. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
28. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 12 July 2011)

## Question and Answers for Bid #PR13015 - Utah Statewide Computer Adaptive Assessment System

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Sep 4, 2012 11:00:00 AM MDT