

# Request for Proposals No. 2024-25

## WA Comprehensive Assessment Program

**STATE OF WASHINGTON**  
**OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION**  
**OLYMPIA, WASHINGTON**

**LETTER OF INTENT (Required):** 5:00 p.m., Pacific Time (PT), on December 15, 2023

**PROPOSAL DUE DATE:** 3:00 p.m., Pacific Time (PT), on December 22, 2023

**ESTIMATED CONTRACT PERIOD:** April 15, 2024–December 31, 2027, with three optional one-year renewal periods.

**CONSULTANT ELIGIBILITY:** This solicitation is open to those Consultants who satisfy the minimum qualifications stated in Section A.6. Bidder Qualifications and are available for work in Washington State.

**SUBMIT PROPOSAL TO:** [contracts@k12.wa.us](mailto:contracts@k12.wa.us)

All communications concerning this RFP must be directed only to the RFP Coordinator designated in Section B, Table 9, via email. Any other communication will be considered unofficial and non-binding on OSPI. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

This RFP is available at the [Office of Superintendent of Public Instruction \(OSPI\) website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#). All RFP amendments and/or Consultant questions and OSPI answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes in order to receive automatic notifications: **924-20:** Examination and Testing, **924-05:** Educational Advisory Services, **924-19:** Educational Research Services

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Washington Office of Superintendent of  
**PUBLIC INSTRUCTION**

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## Section A. INTRODUCTION

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### A.1. DEFINITIONS

Definitions for the purpose of this RFP include:

**Accessibility Features** – Administration procedures and materials that are allowable for any student and may include but are not limited to: individual or small group administrations; visual, tactile, or auditory aids; scribes; marking in test books; translation or signing of test directions; colored overlays, adjustments to background, or contrast colors for computer-based testing; and magnification devices or the online zoom tool. Local, Individualized Education Program (IEP), or 504 plan documentations are not necessary for accessibility features. Implicit in including accessibility features is following all accessibility standards for any online learning modules.

**Accessible Portable Item Profile (APIP) Standard** – Provides assessment programs and item developers with a data model for standardizing interchangeable file format for digital test items. The standard builds on 1EdTech (formerly IMS Global Learning Consortium) Question and Test Interoperability (QTI) specifications.

**Accommodations** – Changes in the assessment materials or procedures that are specified by local, IEP, LPAC and/or 504 service plan documentation for a student. These may include but are not limited to: Braille, ability for the student to dictate responses (i.e., transcription), oral administration or text-to-speech, calculation devices, an administrator providing prompting upon request, additional time, and content and language supports. Accommodations do not change the construct(s) being measured by the assessment.

**Agency or OSPI** – The Washington State Office of Superintendent of Public Instruction; the entity issuing this RFP.

**Amendment** – A unilateral change to the Solicitation that is issued by OSPI at its sole discretion and posted on WEBS and OSPI's website.

**Apparent Successful Bidder (ASB)** – A Bidder submitting a response to this Solicitation that is evaluated and is identified and announced by OSPI as providing the best value to the Agency. Upon execution of a Contract, the ASB is referred to as the successful Bidder or the Contractor.

**Application Programming Interface (API)** – A clearly-defined method of communication between software components.

**Assessment** – An evaluation of student achievement related to knowledge and skills in a specific content area and/or a specific grade level. Denotes any test given under the contract(s) resulting from this solicitation, including paper and/or online versions of selected- and constructed-response, technology enhanced, and task item types at all grade levels and content areas.

**Authorized Representative** – Person representing a party to Contract who is authorized to make commitments and decision on behalf of the party regarding the performance.

**Automated Scoring** – The use of specialized computer programs (natural language processing, machine learning, artificial intelligence, etc.) to assign grades to open-ended student responses.

**Bid** – An offer, proposal, or quote for goods or services submitted in response to this RFP.

**Bidder** – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

**Business Days** – Monday through Friday, 8:00 a.m.–5:00 p.m., Pacific Time, excluding Washington holiday and business closure days unless otherwise stated.

**Cloud** – Computing resources, such as storage and computational capacity, that are provided by a third party for a service fee and are available online and on demand without the need for physical computers.

**Cluster** – A set of connected assessment items and stimuli used to make sense of a single phenomenon. The set of items in the cluster may assess a single performance expectation or a bundle of two performance expectations.

**Common Core State Standards (CCSS)** – The learning standards, adopted by Washington as the English language arts (ELA) and Mathematics K–12 Learning Standards that form the basis of the Smarter Balanced assessment and Washington Access to Instruction and Measurement (WA-AIM) assessment described in this solicitation.

**Comparability and Equating** – Statistical evidence that the assessment is similar in content and psychometric characteristics to current, previous, or future assessments used for the same or similar purpose(s).

**Competitive Solicitation** – A documented formal process providing an equal and open opportunity to Bidders or Consultants culminating in a selection based on predetermined criteria.

**Complaint** – A process that may be followed by a Consultant prior to the deadline for bid submission to alert OSPI of certain types of asserted deficiencies in the Solicitation.

**Computer Adaptive Test (CAT) Engine** – A software system with ability to automatically adjust the difficulty level of test questions based on student responses. An adaptive test engine has the ability to automatically determine which questions should be delivered next based on the previous response.

**Consultant** – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

**Contractor** – Individual or company whose proposal has been accepted by OSPI and is awarded a fully executed, written contract.

**Debriefing** – A short meeting an unsuccessful Bidder may request with the Coordinator following the announcement of the Apparent Successful Bidder for the purpose of receiving information regarding the review and evaluation of that Bidder's Response.

**Document Remediation** – Contractor created documents are made accessible to be posted to OSPI website and portal.

**Family Educational Rights and Privacy Act (FERPA)** – First passed in 1974, a federal law that governs the access of educational information and records to public entities, such as potential employers, publicly funded educational institutions, and foreign governments.

**Fault Tolerance** – The online vendor's ability to maintain continuity of the computer-based solution in the event of a failure of one or more of its components.

**Field Test** – A test administration used to check the adequacy of testing procedures, generally including test administration, test responding, test scoring, and test reporting. A field test is more extensive than a pilot test. Also used to reference the first-time administration of new operational items for consideration of inclusion in an operation item bank, which can occur every year.

**Hot Text** – An item type with words or phrases that students can either select (highlight) by clicking or rearrange by clicking and dragging.

**Individualized Education Program (IEP)** – Written documentation developed for each public school child who is eligible for special education services.

**Interim Assessment** – A form of assessment used by educators to evaluate students' learning progress and inform educator and student action.

**Interoperability** – A core design principle for technology development and operations of using standardized data formats and data transport protocols to promote the effective exchange and utilization of data between two or more systems or system components.

**Item** – As it pertains to science, the terms “item” or “assessment item,” whether singular or plural, means stimuli, test stems, art and art files, student response choices or mechanisms for open-ended or technology supported responses, and associated meta-data. Items may be or may include constructed and/or selected response, non-dichotomous response/scoring, performance tasks, and observable behaviors and must comply with the item specifications set out within *The Standards for Educational and Psychological Testing (2014 Edition), Chapter 4*, and any subsequent revision.

**Item Bank** – A systems application which manages the workflow functionality to track the creation, development, review and approval processes of assessment items, graphics, tasks, and stimuli; manages the storage and retrieval of assessment items; tracks item versioning and lineage; and provides a robust search and query capability to allow searching on all types of metadata. Also used to refer to the set of items available for testing including field testing.

**Key Persons** – Contractor’s Authorized Representative, the Project Manager, and all other Contractor personnel designated in Contract.

**Local Education Agency (LEA)** – Term used to refer to the governing or administrative body of a public school district, independent school district, charter school, State Special School, Department of Children’s Services school, and/or approved private schools.

**Next Generation Science Standards (NGSS)** – The learning standards, adopted by Washington as the Washington State 2013 K–12 Science Learning Standards, that form the basis of the Washington Comprehensive Assessment of Science (WCAS) and the science Washington Access to Instruction and Measurement (WA-AIM) described in this solicitation.

**“Off-Grade” Testing** – An approved alternative for high school students receiving special education services to take the general or alternate assessment at an elementary or middle school grade level to meet their graduation requirements.

**Operational Test** – The set of assessment items used to measure student performance.

**Performance Expectation** – A statement in the Next Generation Science Standards that integrate the three dimensions of the standard and describe what a student should know and be able to do as a result of their learning.



**Performance Task** – A goal-directed assessment exercise that consists of an activity that is completed by the student.

**Personally-Identifiable Information (PII)** – Student information that is protected by federal or state law, and any data that would allow the identification of individual students.

**Pilot Test** – Test administered to a sample of test takers to try out some aspects of the test or test items, such as instructions, time limits, item response format, or item response options. Pilot testing usually occurs once prior to or the first year of an assessment’s adoption, whereas field testing usually occurs every year.

**Portal** – Entry point where end-users access the components of the System. The portal handles what System components a user has access to. It allows the display of information and dashboard widgets from multiple different components.

**Project Manager** – Unless otherwise specified, means Contractor’s representative who manages the processes and coordinates the Services with Agency’s Authorized Representative to ensure delivery of the Deliverables and completion of Milestones. Contractor’s Project Manager is the person identified in Contract.

**Proposal** – A formal offer submitted in response to this RFP.

**Proprietary Information** – Information such as patents, technological information, or other related information that the Bidder or Consultant does not want released or shared with the public.

**Protest** – A process that may be followed by a Bidder after the announcement of the Apparent Successful Bidder to alert OSPI to certain types of alleged errors in the evaluation of the Solicitation.

**Question and Test Interoperability (QTI)** – A standard format for the representation of assessment content and results, supporting the exchange of this material between authoring and delivery systems, repositories, and other learning management systems. QTI refers to an assessment format that is designed to facilitate interoperability between systems and allows assessment materials to be authored and delivered on multiple systems interchangeably.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

**Responsible Bidder** – An individual, organization, public or private agency, or other entity that has demonstrated the capability to meet all the requirements of the Solicitation and meets the elements of responsibility. ([See RCW 39.26.160 \(2\)](#))

**Responsive Bidder** – An individual, organization, public or private agency, or other entity who has submitted a Bid that fully conforms in all material respects to the Solicitation and all its requirements, in both form and substance.

**RFP Coordinator** – An individual or designee who is employed by OSPI and who is responsible for conducting this Solicitation.

**Secure Browser** – A program specifically created to allow the delivery of a "locked-down" testing environment for web delivered computer-based tests. A Secure Browser prevents students from accessing other computers, internet applications, or copying test information, creating a protected test environment.

**Single Sign-On (SSO)** – An authentication process that allows a user to access multiple applications with one set of login credentials.

**Solicitation** – A formal process providing an equal and open opportunity for Bidders culminating in a selection based upon predetermined criteria.

**State Education Agency (SEA)** – Term used to refer to the Office of Superintendent of Public Instruction (OSPI), Washington's state education agency and the entity issuing this RFP.

**Stimuli** – Information presented to students and used to answer test items.

**Student Group** – A group of two or more students. Examples of student groups include students in a teacher's classroom, students in a specific grade in a school who are receiving special education services, all multilingual students in a district, etc.

**Subcontractor** – An individual or other entity contracted by a Consultant to perform part of the services or to provide goods under the Contract resulting from this Solicitation. Subcontractors, if allowed, are subject to the advance approval of OSPI.

**Summative Assessment** – Test used to evaluate students on state learning standards, administered in spring of a school year during a fixed administration window.

**Technology Enhanced Item (TEI)** – Computer-delivered assessment items that include specialized interactions for collecting response data. A TEI template describes a single interaction, response data collected as a result of that interaction, and the logic applied to score the response data.

**User Acceptance Testing (UAT)** – Application or end-user testing.

**Validity and Reliability Requirements** – Statistical and psychometrical evidence to show that assessments consistently measure specified curriculum standards and determine a performance level as defined by established performance standards.

**Vendor** – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

**Web-Based** – Assessment processes delivered via the internet or World Wide Web.

**Web Content Accessibility Guidelines (WCAG)** – A series of guidelines published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C) specifying how to make content accessible, primarily for people with disabilities, but also for all user agents, including highly limited devices, such as mobile phones. The current version WCAG 2.2 draft was released in May 2023.

**WEBS** – Washington’s Electronic Business Solution, the Consultant notification system found at [Washington Electronic Business Solution \(WEBS\) Procurement website](#) and maintained by the Washington State Department of Enterprise Services.

## **A.2. ACRONYMS AND INITIALISMS**

**ADA** – Americans with Disabilities Act

**ALD** – Achievement Level Descriptor

**API** – Application Programming Interface

**APIP** – Accessible Portable Item Profile

**ASB** – Apparent Successful Bidder

**ASL** – American Sign Language

**BANA** – Braille Authority of North America

**CAT** – Computer Adaptive Test

**CBT** – Computer Based Test

**CCSS** – Common Core State Standards

**DOK** – Depth of Knowledge

**ECR** – Extended Constructed Response

**ELA** – English Language Arts

**EOD** – End of Day

**ESSA** – Every Student Succeeds Act

**ETC** – Edit Task inline Choice

**FERPA** – Family Educational Rights and Privacy Act

**FIAB** – Focused Interim Assessment Blocks

**FOB** – Free on Board

**FTP** – File Transfer Protocol

**GI** – Grid Item

**GLC** – Global Learning Consortium

**GRF** – General Research File

**GTSA** – Guidelines on Tools, Supports, and Accommodations for State Assessments

**HS** – High School

**HT** – Hot Text

**IAB** – Interim Assessment Blocks

**IAIP** – Interim Assessment Item Portal

**ICA** – Interim Comprehensive Assessments

**IEP** – Individual Education Program

**IRT** – Item Response Theory

**LEA** – Local Education Agency

**LMS** – Learning Management System

**LPAC** – Language Proficiency Assessment Committees  
**MC** – Multiple Choice  
**MS** – Machine Scored  
**MS** – Middle School  
**MS** – Multiple Select  
**MWBE** – Minority and Women’s Business Enterprises  
**NAEP** - National Assessment of Educational Progress  
**NAICS** – North American Industry Classification System  
**NGSS** – Next Generation Science Standards  
**NTAC** – National Technical Advisory Committee  
**OMWBE** – Office of Minority and Women’s Business Enterprises  
**OSPI** – Office of Superintendent of Public Instruction  
**PDF** – Portable Document Format  
**PE** – Performance Expectations  
**PII** – Personally-Identifiable Information  
**PPT** – Paper-Pencil Test  
**PT** – Pacific Time  
**PT** – Performance Task  
**QTI** – Question and Test Interoperability  
**RCW** – The Revised Code of Washington  
**RFP** – Request for Proposal  
**SB** – Smarter Balanced  
**SBA** – Smarter Balanced Assessment  
**SBAC** – Smarter Balanced Assessment Consortium

**SCR** – Short Constructed Response  
**SEA** – State Education Agency  
**SIC** – Standard Industry Classification  
**SIS** – Student Information System  
**SRS** – Smarter Reporting System  
**SSID** – State Student Identifiers  
**SSO** – Single Sign-On  
**STAC** – State Technical Advisory Committee  
**SWV** – Statewide Vendor  
**TA** – Test Administrator  
**TAM** – Test Administration Manual  
**TCM** – Test Coordinators Manual  
**TEI** – Technology Enhanced Item  
**UAAG** – Usability, Accessibility, and Accommodations Guidelines  
**UAT** – User Acceptance Testing  
**UEB** – Unified English Braille  
**WA-AIM** - Washington-Access to Instruction and Measurement  
**WAI** – Web Accessibility Initiative  
**WaKIDS** – Washington Kindergarten Inventory of Skills  
**WCAG** – Web Content Accessibility Guidelines  
**WCAP** – Washington Comprehensive Assessment Program  
**WCAS** – Washington Comprehensive Assessment of Science  
**WEBS** – Washington’s Electronic Business Solution  
**WER** – Writing Extended Response

### **A.3. PURPOSE OF REQUEST FOR PROPOSALS**

The Office of Superintendent of Public Instruction (OSPI) is seeking proposals from qualified Consultants experienced in the management, delivery, scoring, and reporting of statewide computer and paper-based English language arts (ELA), mathematics, science, and alternate assessments commensurate with the requirements listed in this solicitation.

OSPI requests proposals for WCAP tests in one of the following combinations:

- Smarter Balanced, WCAS, and WA-AIM;
- Smarter Balanced and WCAS only; or

- WA-AIM only.

#### **A.4. BACKGROUND**

Led by Superintendent Chris Reykdal, OSPI is the primary agency charged with overseeing public K–12 education in Washington state. Working with the state's two hundred ninety-five (295) public school districts, six (6) state-tribal education compact schools, and public charter schools, OSPI allocates funding and provides tools, resources, and technical assistance so every student in Washington is provided a high-quality public education.

In Washington, students take both state and federal assessments that make up the Washington Comprehensive Assessment Program (WCAP). The tests are delivered online with a paper version available as an accommodation. Tables 2 and 3 below, provides a WCAP overview. These tests assess students' learning as well as progress of the public education system as a whole. The following introduces the tests within the scope of this RFP:

##### **Smarter Balanced Assessment (SBA)**

Washington is a Smarter Balanced Assessment Consortium (SBAC) member and began administering the SBA in ELA and mathematics in spring 2015. Washington students and educators have access to this comprehensive suite of English language arts (ELA) and mathematics standards-aligned assessments and tools—including instructional supports, interim assessments, and summative assessments—to support effective teaching and maximize learning for each individual student. Components of the SBA suite include:

###### *Tools For Teachers*

The SBAC-provided Tools for Teachers is a repository for instructional resources used to support the interim assessments. Tools for Teachers feature teacher-created lessons and activities to enhance instruction and are not an assessment given to students. Embedded within these resources are formative assessment strategies that educators can use to gather information about student learning toward the standards and performance on the SBA and interim assessments.

Smarter Balanced also provides a platform within Tools for Teachers to further support educator use of interim tests and interim items. This platform is called the Interim Assessment Item Portal (IAIP). The IAIP provided a way for educators to search for specific interims or interim questions by test or learning standard, create paper version of interims including customizing those paper versions with questions from across different interims, and view scoring resources.

###### *Interim Assessments*

The SBAC-provided interim assessments are optional assessments local educators can use to provide actionable data about student knowledge and abilities to help teachers target instruction to meet students' individual learning needs. There are three types of interims:

1. Interim Comprehensive Assessments (ICAs) are a mid-year progress check designed to measure a broader set of content—mirroring summative assessments by providing a high-level overview of student performance.
2. Interim Assessment Blocks (IABs) are shorter assessments teachers can use throughout the year and assess between three and eight assessment targets. This helps to check student performance and determine instructional next steps.
3. Focused Interim Assessment Blocks (Focused IABs) assess no more than three assessment targets—providing teachers a more detailed understanding of student learning.

Interim assessments are available to administer to students both in person and remotely. Approximately 36,000 ICAs were taken and approximately 490,000 IABs and Focused IABs were taken by students during the 2021–22 school year.

#### *Summative Assessments*

The summative assessment measures students' progress toward college and career readiness in English language arts (ELA) and mathematics for grades 3–8 and 10 as described in the [Washington Learning Standards for English Language Arts](#) and the [Mathematics K–12 Learning Standards](#). The summative assessments are typically given toward the end of the school year, have four levels of performance, and consist of two online parts: a computer adaptive test (CAT) and a performance task (PT).

Washington students may use the high school summative ELA and mathematics assessments to fulfill the high school [graduation pathway](#) requirement if it is in alignment with their high school and beyond plan. Therefore, retake opportunities are offered during the spring testing window to students in grades 11 and 12 who have not yet met standard and wish to use the assessment to meet the requirement or improve their score.

Beginning in 2022, Washington began administering [adjusted blueprints for ELA](#) and [adjusted blueprints for mathematics](#) that were developed by Smarter Balanced. The adjusted blueprints have a shorter CAT portion than the “full” blueprint (used prior to 2022) but the adjusted blueprints still include both CAT and PT portions and both machine-scored and human-reader scored questions. A [comparison of the two different blueprints](#) is available on the Smarter Balanced portal.

Throughout the school year Washington students have access to ELA and mathematics [practice and training tests](#) to support them in becoming familiar with the test format and the available tools.

#### **Washington Comprehensive Assessment of Science (WCAS)**

The WCAS was first administered in spring 2018. The science test is a state-developed summative assessment and includes educators from across the state as the primary resource for test development.

WCAS measures the level of proficiency that Washington students have achieved based on the [Washington State 2013 K–12 Science Learning Standards](#), which are the Next Generation Science Standards (NGSS). The standards are organized into four domains: Physical Sciences; Life Sciences; Earth and Space Sciences; and Engineering, Technology, and Applications of Science. Each domain has three-dimensional performance expectations (PE) that integrate science and engineering practices, disciplinary core ideas, and crosscutting concepts.

All students are assessed on their knowledge of the standards through the WCAS in grades 5, 8, and 11. The WCAS is typically given toward the end of the school year, has four levels of performance, and contains the same item clusters and standalone items aligned to the PEs in a given year, also known as a “fixed form” assessment.

Throughout the school year, leading up to the WCAS administration, Washington students also have access to a science training test to explore the features of the online assessment and to practice using the tools available to them.

WCAS fulfills the federal [Every Student Succeeds Act \(ESSA\)](#) requirement that students be tested in science once at each level (elementary, middle, and high school).

### **Washington Access to Instructional Measurement (WA-AIM)**

Participation in statewide accountability assessments is a critical element of equity and access to education. Recognizing that, WA-AIM is an alternate assessment aligned to the Washington K–12 Learning Standards in ELA, mathematics, and science. The assessment design provides students with the most significant cognitive disabilities access to the learning standards through an expanded framework based on the ELA and mathematics essential elements and the science essential concepts.

WA-AIM is an instructionally relevant assessment experience for students and teachers. The test has previously been administered twice a year to grades 3–11, has four levels of performance, and contains Performance Tasks (Testlets) that provide an authentic measure of what students know and can do and information that can inform future instructional planning. The high school WA-AIM ELA and mathematics assessments can be used to meet a student's graduation pathway requirement if it aligns with their high school and beyond plan.

The testlets are standardized through requirements and restrictions which outline the boundary and limits of each testlet. Each testlet requires the educator to choose from a form or assemble their own form using five of fifteen items from the current item library. One form, or testlet, is required for each standard assessed. Each item on a form must be the same access point level. Five standards per content area are measured for each required grade level. See Table 1: Number of Forms and Items Per Grade Level, for what a student will take.

**Table 1: Number of Forms and Items Per Grade Level**

Grade Level	ELA Forms	Math Forms	Science Forms	Total Forms	Total Items
Grades 3, 4, 6, 7, 10	5	5	0	10	50
5, 8	5	5	5	15	75
11	0	0	5	5	25

Teachers can administer or adapt the forms and items to best meet the communication mode of each student. The purpose for standardization through requirements and restrictions rather than items, was a specific design choice in the WA-AIM design allowing educators the maximum amount of flexibility to design items that best meet each unique student’s learner characteristics and communication mode.

For each grade level assessment, five standards per content area have been selected to be measured through the WA-AIM. Each standard has three access points and an associated testlet for each access point. The access points are intended to provide varying levels of access to demonstrate the knowledge and skills found in each access point. For each standard the educator uses what they know about each student and administers the testlet at the most appropriate access point for each student.

Educators self-report the student performance data for each standard indicating the item as correct, incorrect, or student did not respond.

It is the desire of OSPI to uphold the foundational belief of allowing educators the utmost flexibility in what and how items are administered to each student, as well as look for ways to reduce the amount of time educators must spend administering and documenting the assessment.

### Washington State Learning Standards

Our state standards continue to be the basis for student instruction and assessment. Learning standards define what all students need to know and be able to do at each grade level. As required by state law (RCW 28A.655.070), OSPI develops the state’s learning standards and periodically revises them based on the student learning goals in RCW 28A.150.210. These revisions have led to [changes to our state assessments](#) to ensure they remain [aligned to the adopted learning standards](#). In the 2022–23 school year, OSPI launched the [Washington State Learning Standards Review project](#) to refine and clarify the learning standards in ELA, mathematics, and science. This project includes educator involvement and a 2–5 year implementation plan following its conclusion in the 2024–25 school year. This timeline is subject to change.



**Table 2: WCAP Assessments—IN SCOPE**

Assessment	Description	Assessment Modes <sup>1</sup>	Item Types <sup>2</sup>	Aligned Learning Standards	Timing	Average Anticipated Yearly Volume <sup>4</sup>	Major Uses	Grades	Subjects	Required or Optional
<a href="#">Smarter Balanced Assessment (SBA)</a>	<p>SBA has three components:</p> <ol style="list-style-type: none"> <li>1) Tools for Teachers</li> <li>2) Interim Assessments</li> <li>3) Summative Assessments</li> </ol> <p>Practice and Training tests are available throughout the year.</p> <p>Smarter Balanced interim and summative assessments also require a reporting system component available throughout the school year.</p>	Online CAT, PT, and PPT <sup>3</sup>	MS, SCR, ECR, TEI, PT	Washington Learning Standards in ELA and math ( <a href="#">Common Core State Standards</a> )	<ol style="list-style-type: none"> <li>1) Throughout the school year</li> <li>2) Throughout the school year</li> <li>3) Spring</li> </ol>	<p>Summative: 81,000 per grade/per subject</p> <p>Retakes: ELA 20,000 Math 40,000</p> <p>Interims: 1.1M</p>	<ul style="list-style-type: none"> <li>• Federal and state accountability</li> <li>• Measure student progress towards college and career readiness</li> <li>• Graduation pathway option</li> </ul>	3–8, 10	<ul style="list-style-type: none"> <li>• ELA</li> <li>• Math</li> </ul>	<p><b>Required.</b> State Law <a href="#">RCW 28A.655.070</a> &amp; Federal law, <a href="#">Every Student Succeeds Act (ESSA)</a></p>
<a href="#">Washington Comprehensive Assessment of Science (WCAS)</a>	<p>Summative Assessments</p> <p>Training Tests are available throughout the year.</p> <p>WCAS summative assessments also require a reporting system component available throughout the school year.</p>	CBT & PPT <sup>3</sup>	MS, SCR, TEI	<a href="#">Washington Learning Standards</a> in science Next Generation Science Standards (NGSS)	<ol style="list-style-type: none"> <li>1) Through-out the school year</li> <li>2) Spring</li> </ol>	<p>81,000 per grade</p> <p>Retakes: Fewer than 500</p>	<ul style="list-style-type: none"> <li>• Federal and State accountability</li> <li>• Measure science proficiency</li> </ul>	5, 8, 11	<ul style="list-style-type: none"> <li>• Science</li> </ul>	<p><b>Required.</b> State Law <a href="#">RCW 28A.655.070</a> &amp; Federal law, <a href="#">Every Student Succeeds Act (ESSA)</a></p>
<a href="#">Washington–Access to Instruction and Measurement (WA-AIM)</a>	<p>Alternate Assessment for students with significant cognitive disabilities based on alternate achievement standards built off of Access Point Framework</p>	CBT PPT	MS, SCR	Washington Alternate Achievement Standards in ELA, math, and science (aligned to Common Core State Standards and NGSS)	Winter/Spring	<p>6500</p> <p>Retakes: ELA 100 Math 100 Science 100</p>	<ul style="list-style-type: none"> <li>• Federal and state accountability</li> <li>• Measure student progress towards college and career readiness</li> <li>• Graduation pathway option</li> </ul>	3–8, 10–11	<ul style="list-style-type: none"> <li>• ELA</li> <li>• Math</li> <li>• Science</li> </ul>	<p><b>Required.</b> State Law <a href="#">RCW 28A.655.095</a> &amp; Federal law, <a href="#">Every Student Succeeds Act (ESSA)</a></p>

<sup>1</sup>Assessment Modes: CAT: Computer Adaptive Test; CBT: Computer Based Test, fixed form; PPT: Paper/Pencil Test

<sup>2</sup>Types of Items: MS: Machine Scored, such as Multiple Choice, Multiple Select, Equation/Numeric (math), Hot Text (ELA), Edit Task Inline Choice (science) ; SCR: Short Constructed Response (human hand scored); ECR: Extended Constructed Response (human hand scored); TEI: Technology Enhanced Item (machine scored or human hand scored); PT: Performance Task comprised of machine scored and human hand scored items from the item types previously described

<sup>3</sup>Paper testing is available only to support large print, braille, and standard print forms for students whose IEP or 504 plan states paper.

<sup>4</sup>Average anticipated yearly volume listed is provided based on ratio of Caseload Forecast Council (CFC) Common School Education Forecast to Office of Financial Management (OFM) state population forecast. The numbers listed are intended for bid purposes only and not as guarantees for any subsequent contract.

**Table 3: Other WCAP Assessments—OUT OF SCOPE**

Assessments	Description
<a href="#">Washington Kindergarten Inventory of Skills (WaKIDS)</a>	Kindergarten transition process consisting of three components: 1) Family Connection 2) Whole-child Assessment 3) Early Learning Collaboration
<a href="#">WIDA Screener</a>	Screener for newly enrolled multilingual English learners
<a href="#">Annual WIDA ACCESS Assessments</a>	Multilingual English learner assessment
<a href="#">WIDA Alternate ACCESS</a>	WIDA Alternate ACCESS-determines ELD services for students with significant cognitive disabilities.
<a href="#">National Assessment of Educational Progress (NAEP)</a>	National test
OSPI-Developed Assessments	Classroom-based assessments used to help guide day-to-day instruction

**A.5. OBJECTIVE AND SCOPE OF WORK**

**Objective:** To secure the services of qualified Contractor(s) with the capacity and expertise to assist OSPI in the management, delivery, scoring, and reporting of Washington’s English language arts, mathematics, science, and alternate tests beginning with the 2024–25 school year. The Contractor(s)’ testing system must be web-based, computer-adaptive, and capable of integration with both the OSPI and [Smarter Balanced](#) information system file transfer protocols.

Washington state is committed to dismantling barriers that prevent small, diverse, and veteran-owned businesses from doing business with the state. Therefore, OSPI’s goal is to create a meaningful opportunity with this RFP for [small, diverse, and veteran-owned businesses](#) either as the primary Contractor or in a subcontractor role.

**Scope of Work:** The following three tables provide an overview of the requested in and out of scope products and services by assessment. Detailed requirements are listed in Section C. Proposal Contents, C.3.h Requirements, Tables 11–13 of this RFP.

**Table 4: Smarter Balanced Assessment (SBA) Scope**

ID No	In Scope	Out of Scope
<b>SB.1</b>	<b>Test Delivery</b> Smarter Balanced Item Bank	Item Development, Bias and Sensitivity Item Review
<b>SB.2</b>	<b>Field Testing</b>	Content Review with Data Work Group, Field Test Rangefinding Work Group, Field Test Rubric Validation
<b>SB.3</b>	<b>Accommodations</b>	Glossaries/Word List

ID No	In Scope	Out of Scope
	Print on Demand, Paper-Pencil Forms, Braille and Large Print (Online), Braille On Demand/Zoom, Braille and Large Print Testing Materials (Paper version), Assistive Technology, Translations	
<b>SB.4</b>	<b>Practice Tests</b>	
<b>SB.5</b>	<b>Training Tests</b>	
<b>SB.6</b>	<b>Test Engine</b>	
<b>SB.7</b>	<b>Availability &amp; Capacity</b>	
<b>SB.8</b>	<b>Technology Readiness</b>	
<b>SB.9</b>	<b>System Security</b>	
<b>SB.10</b>	<b>Assessment Delivery System &amp; User Interface Interoperability</b> User Role Management, Test Management, Test Engine Performance Reliability, Testing Interface, Assessment Portal, ADA and WCAG Compliance	
<b>SB.11</b>	<b>Administration</b> Testing Window, District Support-Ancillary Materials Production, Test Administration Manual (TAM), Test Coordinators Manual (TCM), Operations Support (Help Desk), Technical (Tech) Support, Administration and Technical Training, Retake Opportunity, Testing Incidents, Concerning Test Response Alerts, Improper/Suspect Student Testing Outcomes, Testing Incident Documenting & Tracking	"Off-grade" testing
<b>SB.12</b>	<b>Data Management</b> Pre-Identification (Pre-ID) System, Data Management (Record Reconciliation), Score Files, Data Analytics/Forensics	
<b>SB.13</b>	<b>Scoring</b> Machine-Scoring, Hand-Scoring, Automated Electronic Scoring	
<b>SB.14</b>	<b>Reporting</b> Implementing SRS, Proprietary Reporting System, Reporting Add-ons, Psychometrics, Scaling, Growth Reporting (optional), Technical Reporting, General Research File, Request to View	Score Appeals
<b>SB.15</b>	<b>Interim Assessments K-12</b> Interim Assessment Delivery, Interim Assessment Reports, Interim Assessment User Interface, Interim Assessment Test Engine, Interim Assessment Technology, Training, and Customer Support Services	

<b>ID No</b>	<b>In Scope</b>	<b>Out of Scope</b>
<b>SB.16</b>	<b>Tools for Teachers</b> Tools for Teachers Single Sign-On	
<b>SB.17</b>	<b>Supporting Services</b> Kick-Off/Planning Meeting, Annual Meetings, Advisory Meetings, Recurring Scheduled Meetings, Records Maintenance	

**Table 5: Washington Comprehensive Assessment of Science (WCAS) Scope**

<b>ID No</b>	<b>In Scope</b>	<b>Out of Scope</b>
<b>CS.1</b>	<b>Test Delivery</b> WCAS Item bank	Item Development, Bias and Sensitivity Item Review
<b>CS.2</b>	<b>Field Testing</b> Content Review with Data Work Group, Field Test Rangefinding Work Group, Field Test Rubric Validation	
<b>CS.3</b>	<b>Accommodations</b> Print on Demand, Paper-Pencil Forms, Braille and Large Print (Online), Braille Zoom, Braille and Large Print Testing Materials (Paper version), Assistive Technology, Glossaries/Word List, Translations	Braille On Demand
<b>CS.4</b>		<b>Practice Tests</b>
<b>CS.5</b>	<b>Training Tests</b>	
<b>CS.6</b>	<b>Test Engine</b>	
<b>CS.7</b>	<b>Availability &amp; Capacity</b>	
<b>CS.8</b>	<b>Technology Readiness</b>	
<b>CS.9</b>	<b>System Security</b>	
<b>CS.10</b>	<b>Assessment Delivery System &amp; User Interface Interoperability</b> User Role Management, Test Management, Test Engine Performance Reliability, Testing Interface, Assessment Portal, ADA and WCAG Compliance	
<b>CS.11</b>	<b>Administration</b> Testing Window, District Support-Ancillary Materials Production, Test Administration Manual (TAM), Test Coordinators Manual (TCM), Operations Support (Help Desk), Technical (Tech) Support, Administration and Technical Training, Retake Opportunity, Testing Incidents, Concerning Test Response Alerts, Improper/Suspect Student Testing Outcomes, Testing Incident Documentation & Tracking	"Off-grade" testing
<b>CS.12</b>	<b>Data Management</b>	

ID No	In Scope	Out of Scope
	Pre-Identification (Pre-ID) System, Data Management (Record Reconciliation), Score Files, Data Analytics/Forensics	
<b>CS.13</b>	<b>Scoring</b> Machine Scoring, Hand-Scoring, Automated Electronic Scoring	
<b>CS.14</b>	<b>Reporting</b> Implementing SRS, Proprietary Reporting System, Reporting Add-ons, Psychometrics, Scaling, Technical Reporting, General Research File, Request to View	Growth Reporting, Score Appeals
<b>CS.15</b>		<b>Interim Assessments K–12</b>
<b>CS.16</b>		<b>Tools for Teachers</b>
<b>CS.17</b>	<b>Supporting Services</b> Kick-Off/Planning Meeting, Annual Meeting, Advisory Meetings, Recurring Scheduled Meetings, Records Maintenance	

**Table 6: Washington-Access to Instruction and Measurement (WA-AIM) Scope**

ID No	In Scope	Out of Scope
<b>WA.1</b>	<b>Test Delivery</b> WA-AIM Item Library, Item Development, Bias and Sensitivity Item Review	
<b>WA.2</b>	<b>Field Testing</b> Content Review with Data Work Group, Field Test Rangefinding Work Group, Field Test Rubric Validation	
<b>WA.3</b>	<b>Accommodations</b> —dependent upon proposed solution Print on Demand, Paper-Pencil Forms, Braille and Large Print (Online), Braille On Demand/Zoom, Braille and Large Print Testing Materials (Paper version), Assistive Technology, Glossaries/Word List, Translations	
<b>WA.4</b>	<b>Practice Tests</b> —dependent upon proposed solution	
<b>WA.5</b>	<b>Training Tests</b> —dependent upon proposed solution	
<b>WA.6</b>	<b>Test Engine</b>	
<b>WA.7</b>	<b>Availability &amp; Capacity</b>	
<b>WA.8</b>	<b>Technology Readiness</b>	
<b>WA.9</b>	<b>System Security</b>	

ID No	In Scope	Out of Scope
<b>WA.10</b>	<b>Assessment Delivery System &amp; User Interface Interoperability</b> User Role Management, Test Management, Test Engine Performance Reliability, Testing Interface, Assessment Portal, ADA and WCAG Compliance	
<b>WA.11</b>	<b>Administration</b> Testing Window, District Support Ancillary Materials Production, Test Administration Manual (TAM), Test Coordinators Manual (TCM), Operations Support (Help Desk), Technical (Tech) Support, Administration and Technical Training, Retake Opportunity, Testing Incidents, Concerning Test Response Alerts, Improper/Suspect Student Testing Outcomes, Testing Incident Documenting & Tracking	"Off-grade" Testing
<b>WA.12</b>	<b>Data Management</b> Pre-Identification (Pre-ID) System, Data Management (Record Reconciliation), Score Files, Data Analytics/Forensics	
<b>WA.13</b>	<b>Scoring</b> Machine Scoring, Hand-Scoring	Automated Electronic Scoring
<b>WA.14</b>	<b>Reporting</b> Implementing SRS, Proprietary Reporting System, Reporting Add-ons, Psychometrics, Technical Reporting, General Research File, Request to View	Scaling, Growth Reporting, Score Appeals
<b>WA.15</b>		<b>Interim Assessments K-12</b>
<b>WA.16</b>		<b>Tools for Teachers</b>
<b>WA.17</b>	<b>Supporting Services</b> Kick-Off/Planning Meeting, Quarterly Meetings, Advisory Meetings, Recurring Scheduled Meetings, Records Maintenance	

In addition to providing the services above directly to OSPI, bidder proposals must include a process, managed solely by the Contractor, allowing private schools access to Smarter Balanced interim and summative tests, WCAS summative tests, and WA-AIM. See Private School Requirements and Fees in Section C.3.i. for additional information.

## A.6. BIDDER QUALIFICATIONS

### **Minimum Qualifications:**

- Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
- Demonstrated project management experience with specific focus on work planning, status reporting, issue management, deliverable review, and approval procedures.
- Experience in implementing successful communications strategies.
- Knowledge in successfully administering large-scale, online (computer-based) assessment as describe in this RFP.
- Knowledge managing the various data elements associated with large-scale assessments.
- Knowledge running help desk services for large-scale assessment projects involving online computer test administration.
- Knowledge of the scoring and reporting processes required to implement large-scale assessment programs.
- Knowledge of the rules and guidelines associated with data privacy, protection of personally identifiable information and FERPA (Family Educational Rights and Privacy Act).
- Experience with production of test administration materials and delivery of related training.
- Test delivery system (test engines) documentation or certification sufficient to ensure correct item presentation per Smarter Balanced specifications.

Consultants who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

### **Desirable Qualifications:**

- Bidder has been through a successful peer review by the United State Department of Education.
- Working knowledge of the Smarter Balanced Assessment Consortium and its objectives.

## A.7. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about April 15, 2024, and end on or about December 31, 2027. The option to extend any contract resulting from this procurement will be at the sole discretion of OSPI.

As such, OSPI reserves the right to amend to extend the contract up to three (3) optional one- (1-) year contract periods through December 31, 2030. Decision to amend will be based on sustained satisfactory performance as decided by the Contract Manager, successful completion of project objectives, and availability of funding. If OSPI provides a renewal notice to the Contractor, the Contractor will be obligated to enter into a contract with the same fiscal obligations as provided in bidder’s proposal, provided that OSPI and Contractor will negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

Additional services that are appropriate to the scope of this RFP, as determined by OSPI, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

### **A.8. FUNDING**

The exact financial terms will be determined during contract negotiation. Any contract awarded is contingent upon the availability of funding.

OSPI currently pays approximately nineteen dollars (\$19) per student to deliver the Smarter Balanced Assessments and approximately twelve dollars (\$12) per student to deliver WCAS. Reporting costs have been excluded from those figures, given that the reporting system may be bid as a proprietary reporting system in addition to the Smarter Balanced Reporting System (refer to section C.3. Technical Proposal for reporting requirements). To deliver WA-AIM OSPI currently pays approximately two-hundred and fifty-five dollars (\$255) per student (inclusive of reporting). OSPI acknowledges other scope items will result in varying cost estimates based on service specifications and volume of participating students. Bidders are encouraged to provide their most favorable and competitive cost estimate to perform the work.

This project includes state funds tied to the state’s fiscal year, which runs July 1–June 30. State funds must be paid by OSPI by July 31 each year for work completed by June 30 of the preceding fiscal year. Contractor must invoice OSPI immediately following the June 30 deadline. Contractor may invoice sooner if their last deliverable(s) is completed sooner. Tables 7 and 8 below outline the work performance periods for each fiscal year of a resulting contract.

**Table 7: Contract Funding Periods**

<b>Fiscal Year</b>	<b>Work Performance Period</b>
2024	April 15–June 30, 2024
2025	July 1, 2024–June 30, 2025
2026	July 1, 2025–June 30, 2026
2027	July 1, 2026–June 30, 2027
2028	July 1, 2027–December 31, 2027

**Table 8: Funding Periods for Optional Renewal Years**

<b>Fiscal Year</b>	<b>Work Performance Period</b>
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2028	July 1, 2027–June 30, 2028
2029	July 1, 2028–Jun 30, 2029
2030	July 1, 2029–June 30, 2030
2031	July 1, 2030–December 31, 2030*

\* In the last year of the contract, whether it is after Year 3, 4, 5, or 6, the contract period will continue through December of that year.

Thirteen (13%) of the funds proposed for this project will be funded using Federal money provided by Catalog of Federal Domestic Assistance number 84.369A (Award S369A210049). The selected Contractor must therefore comply with Exhibit G: Federal Grant Terms and Conditions.

#### **A.9. AMERICANS WITH DISABILITIES ACT**

OSPI complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this Request for Proposals in an alternative format.

## Section B. GENERAL INFORMATION FOR BIDDERS

### B.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSPI for this procurement. All communication between the Consultant and OSPI upon receipt of this RFP will be with the RFP Coordinator, as follows:

**Table 9: RFP Coordinator**

Contact Information	
<b>Name:</b>	Kyla Moore
<b>Address:</b>	600 Washington Street South PO Box 47200 Olympia, WA 98504-7200
<b>Email</b>	
<b>Address:</b>	<a href="mailto:contracts@k12.wa.us">contracts@k12.wa.us</a>

### B.2. QUESTIONS & ANSWERS

Any questions or communications concerning this RFP must be directed only to the RFP Coordinator noted in Section B.1. Questions and/or inquiries must be sent via email and should include the RFP number. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator will be considered unofficial and non-binding on OSPI, and may result in disqualification of the Consultant.

### B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

**Table 10: Estimated RFP Timeline**

Item	Action	Date
1.	OSPI issues RFP	September 19, 2023
2.	Question and Answer period	September 19–November 3
3.	Last date for questions regarding RFP	November 3, 2023
4.	OSPI posts final Question and Answer Addendum or Amendment (if necessary)	November 20, 2023
5.	Letter of Intent (required) due 5:00 p.m. (PT)	December 15, 2023
6.	Complaints due	December 15, 2023
7.	Proposals due by 3:00 p.m. (PT)	December 22, 2023
8.	OSPI conducts evaluation of written proposals	December 26, 2023– February 2, 2024
9.	OSPI conducts presentations/system demonstrations with finalists (if determined necessary by OSPI)	February 5–February 9, 2024

Item	Action	Date
10.	OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s)	February 14, 2024
11.	Contract negotiation begins	February 14, 2024
12.	OSPI conducts debriefing conferences (if requested)	February 19–23, 2024
13.	Anticipated contract start date	April 15, 2024

OSPI reserves the right to revise the above schedule.

#### B.4. LETTER OF INTENT

Consultants intending to submit a proposal must notify the RFP Coordinator via Letter of Intent to propose no later than 5:00 p.m., (PT) on December 15, 2023. The letter must be submitted via email to the RFP Coordinator. **Proposals will not be accepted from consultants who do not submit a Letter of Intent.** This letter will be used to establish an OSPI OneDrive for the purpose of submission. Alternatively, the Bidder can provide their own secure cloud storage site.

#### B.5. COMPLAINT PROCEDURE

The complaint process is available to Consultants interested in this RFP. The complaint process allows Consultants to focus on the Solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow OSPI to correct a problem before proposals are submitted and time expended on evaluations.

A Consultant may submit a complaint based on any of the following:

- The Solicitation unnecessarily restricts competition.
- The Solicitation evaluation or scoring process is unfair or flawed.
- The Solicitation requirements are inadequate or insufficient to prepare a proposal.

Consultants may submit complaints up to five (5) business days prior to the proposal due date noted in the Estimated Schedule of Procurement Activities. However, Consultants are encouraged to submit complaints as soon as possible so OSPI can rectify the issue(s) early in the process. Complaints must be submitted to the RFP Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

- Must be in writing.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by OSPI. Failure by the Bidder to raise a complaint at this stage may waive its right for later consideration.

The OSPI Contracts Administrator or an employee delegated by the Contracts Administrator will review valid complaints and respond to the submitter in writing. OSPI will consider all complaints but is not required to adopt a complaint, in part or in full. OSPI's response to the complaint is final and not subject to administrative appeal. The response, and any changes to the RFP, will be posted as an amendment to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

## **B.6. SUBMISSION OF PROPOSALS**

Consultants will submit proposals electronically to the RFP Coordinator noted in Section B.1 using one of the following methods:

- 1) Email RFP Coordinator your proposal as an attachment. Attachments to the email will be Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by OSPI and can be used for submission of proposals. Consult your service provider for maximum file size. OSPI maximum is 35MB.
- 2) Upload proposals to an individual OSPI OneDrive established upon receipt of Consultant's letter of intent. Email RFP Coordinator once all documents have been uploaded.
- 3) Email the link to a cloud storage site of your choice (e.g., Google Drive, One Drive, Drop Box, etc.) for OSPI to download.

**Proposals must arrive by 3:00 p.m. (PT) on December 22, 2023.** The RFP number must be noted in the email subject line. OSPI does not assume responsibility for any problems with the electronic delivery of materials.

Proposals not received by the deadline will not be reviewed. Late proposals will not be accepted and will be automatically disqualified from further consideration. Proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of OSPI and will not be returned.

## **B.7. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Your entire response to this RFP is a public record and will be disclosed consistent with the Public Records Act, Chapter 42.56 RCW. Bid submissions and evaluations are temporarily exempt from public disclosure until announcement of the ASB(s).

**CONFIDENTIAL DOCUMENTS:** For the purpose of this RFP, do not include confidential or proprietary information unless specifically requested by OSPI.

If OSPI requests confidential or proprietary information, you must clearly print the word "Confidential" on the lower right-hand corner of each page containing the confidential or proprietary information.

**Public Records Request:** If a public records request seeks your proposal and the proposal contains pages clearly marked "Confidential", OSPI will take the following steps:

- i. We will notify you. We will identify the requestor and the date that OSPI will disclose the requested records.
- ii. We will give you an opportunity to seek a court order to stop OSPI from disclosing the records.
- iii. We will not evaluate or defend your claim of confidentiality. We will not withhold or redact your documents without a court order.

If you have any questions, refer to the [OSPI Public Records Office](#).

## **B.8. ADDENDUMS AND AMENDMENTS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, an addendum or an amendment will be published on the [OSPI website](#). For this purpose, the published Consultant questions and Agency answers, and any other pertinent information, will be considered an addendum to the RFP. Additionally, all addenda referred to above will be released on WEBS under the commodity code(s) listed on the cover page of this RFP. Only consultants who have properly registered in WEBS will receive automatic notification of amendments or other correspondence pertaining to this RFP. For those not registered in [WEBS](#), it will be the responsibility of interested Consultants to check the website periodically for addenda and amendments to the RFP.

## **B.9. SMALL BUSINESS, MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE), AND VETERAN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in chapter [39.19 RCW](#), the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this RFP or on a subcontractor basis. For more information on certification, contact the [Washington Office of Minority and Women's Business Enterprises](#).

[RCW 43.60A.200](#) encourages the participation of Veteran and Service Member Owned Businesses certified by the Washington State Department of Veterans Affairs. For more information on certification, contact [Washington State Department of Veteran Affairs](#).

Additionally, per Department of Enterprise policy, agencies are encouraged to buy from in-state small business, including microbusinesses and minibusinesses.

However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation will be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

Vendors who meet criteria set forth in chapter [39.19 RCW](#) (Office of Minority and Women's Business Enterprises), should completed and submit the [Business Enterprise Certification Form](#) with Exhibit D: [Contract Intake Form](#).

## **B.10. ETHICS, POLICIES, & LAW**

This RFP, the evaluation of proposals, and any resulting contract will be made in conformance with applicable Washington State laws and Policies.

Specific restrictions apply to contracting with current or former state employees pursuant to [RCW 42.52](#). Bidders should familiarize themselves with the requirements prior to submitting a proposal. Bidders will indicate on Exhibit D: Contract Intake Form, any current or former state employees who are employed by, or subcontracted with, Bidder.

## **B.11. ACCEPTANCE PERIOD**

Proposals must provide ninety (90) business days for acceptance by OSPI from the due date for receipt of proposals.

## **B.12. RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative, minimum requirements, and instructions specified in this RFP. OSPI may reject a Proposal as non-responsive at any time for any of the following reasons:

- Incomplete Response.
- Submission of a Response that proposes services that deviate from the scope and technical requirements set forth in this RFP except as permitted in an amendment to this Solicitation.
- Failure to meet the minimum Bidder qualifications or to comply with any requirement set forth in this RFP, including exhibits.
- Submission of incorrect, misleading or false information.
- History of prior unsatisfactory contractual performance.

The RFP Coordinator may contact any Bidder for clarification of the proposal. If a proposal is deemed non-responsive, it will be removed from further consideration. Bidders whose proposals

are found to be non-responsive will be disqualified from further evaluation and will be notified in writing.

If a proposal meets all administrative and Bidder qualification requirements and submittal instructions, OSPI will continue with the written evaluation and, if applicable, the oral evaluation.

OSPI reserves the right at its sole discretion to waive minor administrative irregularities.

### **B.13. MOST FAVORABLE TERMS**

OSPI reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. There will be no best and final offer procedure. OSPI does reserve the right to contact a Bidder for clarification of its proposal.

The Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Bidder's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSPI.

### **B.14. CONTRACT AND GENERAL TERMS & CONDITIONS**

The Apparent Successful Bidder will be expected to enter into a contract which is substantially the same as Exhibit E: Sample Contract and incorporated attachments. In no event is a Bidder to submit its own standard contract terms and conditions in response to this RFP. The Bidder may submit exceptions as allowed in Exhibit B: Certifications and Assurances. OSPI will review requested exceptions and accept or reject the same at its sole discretion.

### **B.15. COSTS TO PROPOSE**

OSPI will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

### **B.16. NO OBLIGATION TO CONTRACT**

This RFP does not obligate the State of Washington or OSPI to contract for services specified herein. OSPI also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract without penalty.

### **B.17. REJECTION OF PROPOSALS**

OSPI reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

#### **B.18. COMMITMENT OF FUNDS**

Only an authorized representative of OSPI may legally commit OSPI to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

#### **B.19. STATEWIDE VENDOR PAYMENT REGISTRATION**

Consultants awarded contracts as a result of this RFP will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management for use by Washington State agencies in processing vendor payments. This allows vendors to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. All OSPI Contractors are required to register as a Statewide Vendor; however, participation in direct deposit is optional. For online registration, visit the [Office of Financial Management website](#).

#### **B.20. INSURANCE COVERAGE**

The Apparent Successful Bidder must comply with the insurance requirements identified in Exhibit F: General Terms and Conditions.

The Contractor will, at its own expense, obtain and keep in force insurance coverage which will be maintained in full force and effect during the term of the Contract. The Contractor will furnish evidence in the form of a Certificate of Insurance that insurance will be provided, and a copy will be forwarded to OSPI within fifteen (15) days of the contract effective date.



## **Section C. PROPOSAL CONTENTS**

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### **C.1. PROPOSAL OVERVIEW**

Proposals must be formatted to print on eight and one-half by eleven (8 ½ x 11) inch paper size with individual sections clearly identified. The five (5) major sections of the proposal are to be submitted in the order noted below (See Exhibit A: Proposal Checklist):

1. Letter of Submittal – One (1) page maximum with the following attached:
  - 1) Exhibit B: Certifications and Assurances.
  - 2) Exhibit C: Qualification Affirmations.
  - 3) Exhibit D: Contract Intake Form.
  - 4) Business Certification form, if applicable
2. Technical Proposal – A separate technical proposal must be prepared for each assessment (Smarter Balanced, WCAS, WA-AIM).
3. Management Proposal – Bidders may submit one (1) management proposal per bidder.
4. Cost Proposal – Bidders may submit one (1) cost proposal per bidder. Exhibit K: Cost Summary is provided.
5. Consultant References.

The following standards must be included when preparing technical, management, and cost proposals to support the evaluators and assist the bidder in preparing a thorough response:

- Bidder is required to format the proposals in the same order as presented in this document.
- Bidder is required use the same headings and reference the original RFP language.
- Bidder is required to insert the referenced ID Numbers followed respectively by the Bidder's response.

### **C.2. LETTER OF SUBMITTAL**

Bidders must provide a Letter of Submittal, one (1) page maximum. The Letter of Submittal and applicable certifications must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship).

### **C.3. TECHNICAL PROPOSAL**

The Technical Proposal must contain a comprehensive description of services including the following elements:

**C.3.a. Project Approach/Methodology** – Include a complete description of the Consultant’s proposed approach and methodology for the project. This section should convey Contractor’s understanding of the proposed project.

**C.3.b. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Consultant’s depth of knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OSPI staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

No later than ten (10) calendar days following the initial kick-off and subsequent annual planning meetings, the Contractor will submit revised/updated and detailed work plans and implementation schedules, pursuant to the requirements OSPI as specified in the associated meeting and specific to the original contract period.

If requested, Contractor will provide modifications, changes, additional elaboration and/or be required to develop and submit a new work plan and implementation schedule as deemed necessary to accomplish and fulfill the needs of OSPI. Contractor will agree and understand that the OSPI will have complete and total approval authority over the work plan and implementation schedule.

Contractor will implement, operate, and satisfy all requirements of the detailed work plan and implementation schedule, as approved.

Contractor will prepare and submit all such future work plans and implementation schedules within a timeframe stipulated at the time of the request.

**C.3.c. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed, when deliverables will be provided and an acknowledgment of Exhibit J: OSPI Service Level Requirements and Remedies.

**C.3.d. Deliverables** – Fully describe deliverables to be submitted under the proposed contract.

**C.3.e. Performance-Based Contracting** – [RCW 39.26.180](#) requires that, to the extent practicable, Washington State agencies enter into performance-based contracts. Performance-based contracts identify expected deliverables and performance measures or outcomes and are contingent on the Contractor providing such deliverables or achieving performance outcomes.

Bidders are encouraged to structure Technical and Cost proposals in a performance-based manner that identify payment(s) tied to deliverables identified in Section C. Proposal Contents, C.3.h Requirements, Tables 11–13 of this RFP.

**C.3.f. Outcomes and Performance Measurement** – Describe the impacts/outcomes the Consultant proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to the state agency.

Note: Mere repetition of the Objective and Scope of Work in Section A.5. will not be considered responsive.

**C.3.g. Risks**

- Outline a proposal for minimizing staff turnover and its impact on the Agency's contract management staff.
- Provide a business continuation plan that illustrates how you will monitor and manage through times of labor disruption, loss of facility, and/or key staff/personnel departures.

**C.3.h. Requirements** – Bidders are encouraged to respond to each requirement below in a similar table format with their responses in an added column to the right of the table.

**Table 11: Smarter Balanced General State Assessment (Grades 3–8 and High School in ELA and Mathematics Requirements)**

ID No	Task	Requirement
SB.1	Test Delivery	<p>The Contractor will provide the Smarter Balanced general assessment in ELA and mathematics for all Washington students enrolled in grades 3–8 and 10, who take both ELA and mathematics grade-corresponding tests. For purposes of bids, proposals should use the estimated 81,000 students per grade level for grades 3–8 and 10. Additionally, some students in grades 11-12 are eligible to take the Smarter Balanced ELA and/or mathematics assessments for purposes of meeting a graduation requirement. Therefore, for purposes of bids, proposals should assume 30,000 additional mathematics high school tests and 20,000 additional ELA high school tests across both grades 11 and 12. These estimates are intended for bid purposes only and not as guarantees for any subsequent contract.</p> <p>As of the posting of this RFP, OSPI intends to use the adjusted Smarter Balanced blueprint for summative assessments for all grade levels and both ELA and mathematics. OSPI intends to provide all interims as provided by Smarter Balanced (e.g., items, organization into FIABs, IABs, and ICAs) for all grade levels and both ELA and mathematics. OSPI intends to provide Training and Practice tests as provided by Smarter Balanced.</p> <p>For grades 3–8, OSPI intends to administer the summative item bank (both CAT and PT) as provided by Smarter Balanced for ELA and mathematics.</p> <p>For high school ELA, OSPI intends to administer the SB grade 11 summative item bank as provided by Smarter Balanced to students in grade 10.</p> <p>For high school mathematics, OSPI intends to administer a Washington-specific configuration of select items from the SB grade 11 summative item bank to students in grade 10. Contractor will be responsible for coordinating the work between OSPI staff and the Contractor to identify which items would be removed from the SB grade 11 summative item bank (both CAT and PT, both operational and field test items) to produce the Washington-specific configuration. Contractor is responsible for removing all identified items to create the Washington-specific grade 10</p>

ID No	Task	Requirement
		<p>mathematics item administration configuration and ensuring the Washington-specific item administration configuration is provided to all grade 10 students in Washington. Proposals should include costs and timelines of coordinating, to include multiple rounds of review, among OSPI, Smarter Balanced, and Contractor needed for high school mathematics to establish the configuration.</p> <p>The outcome of the Washington State Learning Standards Review Project may result in additional Washington-specific configurations for ELA at all grade levels and mathematics at all grade levels. As described above for the Washington-specific grade 10 mathematics item configuration and administration, Contractor would be responsible for coordinating work among the Contractor, OSP staff, and Smarter Balanced to produce any needed configurations.</p> <p>The bidders' test delivery system must provide embedded supports for students to help them understand how to interact with the item types presented within the test delivery system. For purposes of this section, the "embedded supports" will be referred to as "tutorials." To ensure the bidder's test delivery system has such tutorials, the bidder's proposal will identify whether bidder owns the tutorials that present within the bidder's test delivery system.</p> <ul style="list-style-type: none"> <li>• If the bidder owns the tutorials, proposals will include a process for OSPI staff to review and approve the bidder's existing tutorials to determine usage. Proposals should identify what changes to the bidder-owned tutorials OSPI could request at no cost and what changes to the bidder-owned tutorials would incur cost for OSPI.</li> <li>• If the bidder does not own the tutorials, proposals will indicate who owns the tutorials. Proposals should identify what changes to these tutorials OSPI could request of the owner of the tutorials such that the bidder could incorporate updated tutorials into the bidder's test delivery system at no cost to OSPI. Proposals should also identify what changes to these tutorials OSPI could request of the owner of the tutorials such that the bidder could incorporate updated tutorials into the bidder's test delivery system that would incur a cost to OSPI.</li> </ul> <p>Bidder's proposal will include costs, development process (to include input from student and educator stakeholders), and timelines (to include User Acceptance Testing (UAT) by OSPI staff) for</p>

ID No	Task	Requirement
		<p>Contractor to develop new tutorials for ELA and mathematics for use in bidder’s test delivery engine. For proposal purposes, provide cost and timeline for creating a new tutorial for each Smarter Balanced item type in the following grades/grade bands: 3, 4–5, 6, 7–8, high school (e.g., provide a cost and timeline for developing a 3rd grade, ELA, Hot Text tutorial separate from a 6th grade, ELA, Hot Text tutorial). Item types common to both ELA and mathematics (e.g., multiple-choice) may be proposed as a single tutorial for both content areas in the given grade/grade band.</p> <p>Tutorials developed according to this contract should be fully accessible by all supports available, as described in Exhibit L: Guidelines on Tools, Supports, and Accommodations for State Assessments (GTSA), to students in those environments (e.g., if student has text-to-speech enabled for testing content, text-to-speech should be available/enabled on the item tutorials).</p> <p>OSPI, Contractor, and Smarter Balanced will work collaboratively to determine which, if any, tutorials are developed under this contract and which tutorials are used within Contractor’s student-testing engine. Contractor would support OSPI’s selection and documentation in a Washington-specific tutorial configuration for tutorials. Once selected, Contractor will then embed the tutorials within the training, practice, interim, and summative tests at the grades/grade bands and content areas. A single tutorial will be selected for each item type at each grade/grade band for all test instances, e.g., all 3rd grade training, practice, interim, and summative ELA Hot Text items would have the same tutorial.</p> <p>All new tutorials developed according to this contract would be property of OSPI and would be delivered, in a format to be determined during the life of the contract, to OSPI at the close of the contract.</p>
SB.1.A	Smarter Balanced Item Bank	<p>Contractor will coordinate with Smarter Balanced to gain access to the Smarter Balanced item bank for implementation of associated tests. The Smarter Balanced item bank will provide items and test maps designed specific to the required assessments. The Smarter Balanced item bank would be provided in QTI 3.0 format, which the bidder must assert they are able to ingest. Refer to Exhibit M: Smarter Balanced Resources for links to details on the current specifications associated with the Smarter Balanced assessments and systems.</p>

ID No	Task	Requirement
		<p>Proposals must demonstrate the ability to receive and render the Smarter Balanced bank as intended, including, but not limited to item types, item functionality, machine-scoring and handscoring information, and embedded support functionality (e.g., glossaries, text-to-speech tagging, ASL videos)</p> <p>If Smarter Balanced expands the item bank to include, but not limited to, new item types, new item functionality, new machine-scoring and handscoring information, or new embedded support functionality, Contractor will coordinate with Smarter Balanced and implement into the Contractor’s systems any needed updates to appropriately receive and render the Smarter Balanced item pool at no cost to OSPI. If OSPI requests new item types, new item functionality, new machine-scoring and handscoring information, or new embedded support functionality, Contractor will coordinate with OSPI staff to determine feasibility of requests, appropriate timelines, and costs associated with those requests.</p>
SB.1.B	Item Development	N/A
SB.1.B.1	Bias and Sensitivity Item Review	N/A
<b>SB.2</b>	<b>Field Testing</b>	<p>Contractor will be required to support field testing of new Smarter Balanced CAT items and Performance Tasks within student-scheduled testing engagements of the general assessment (embedded field tests). Exact specifications for future field testing are determined based on needs of the Smarter Balanced item bank. For proposal purposes, Bidder should anticipate the need to annually present 5 to 8 CAT field test items in every test administered in every grade level in both content areas and one (1) field test performance task in up to 5% of tests in every grade level in both content areas. For proposal purposes, there are 7 grade levels (3, 4, 5, 6, 7, 8, and high school) and 2 content areas (ELA and mathematics).</p> <p>Bidders will be responsible for capturing student responses to field test items and transferring student responses to Smarter Balanced for post-administration processing.</p>

ID No	Task	Requirement
SB.2.A	Content Review with Data Work Group	N/A
SB.2.B	Field Test Rangefinding Work Group	N/A
SB.2.C	Field Test Rubric Validation	N/A
<b>SB.3</b>	<b>Accommodations</b>	<p>In the presentation of assessments, bids will fully provide a representative incorporation of all supports and accommodations in accordance with the Smarter Balanced Usability, Accessibility, and Accommodations Guidelines (UAAG) linked in Exhibit M: Smarter Balanced Resources and in Exhibit L: GTSA.</p> <p>Contractor will participate in conversations between Smarter Balanced and OSPI to evaluate possible inclusion of new accessibility features and associated costs.</p> <p>In those instances where OSPI wishes to be more restrictive with respect to means of access, Contractor will work with OSPI to adapt the Contractor’s test engine to support the change in access guidelines. Specifically, Contractor’s system must demonstrate (or show to be configurable to do so) the ability to restrict allowing local educators to assign accommodations to students unless that student has the appropriate IEP, 504 Plan, or similar learning plan designation required for such Accommodations. Note: No such restriction is needed for assigning Designated Supports.</p> <p>Any changes in the access guidelines described in Exhibit L: GTSA will require Contractor to ensure coding is updated to match administration protocols and that associated data capture with respect to identified access means are consistent with OSPI guidelines.</p> <p>Bids will include details describing data-capture processes, at the student level, that will provide information on accessibility features selected for students prior to testing and actual use by the student during testing. Contractor will provide a report after the summative testing window. The</p>



ID No	Task	Requirement
		<p>report format and level of detail of student usage for each accessibility feature will be jointly developed and agree upon by OSPI and Contractor</p> <p>The accessibility information must be portable across administration years such that state, district, or school staff do not need to re-enter student details from one year to the next. This accessibility information needs to be exportable such that state, district, and school staff can conduct different analyses around the connections of student performance and accessibility.</p> <p>Contractor will collaborate with OSPI in addressing any identified Peer Review items associated with accessibility that require adjustment to the assessment system.</p> <p>Bidder's proposal will provide system specifications and identify the configuration for the accommodations system and which configuration settings are customizable by OSPI.</p>
SB.3.A	Print on Demand	<p>For students with specific testing requirements (e.g., student's Individualized Education Program (IEP) dictates paper-pencil supports are provided during online testing), Bidder's test engine programming must support the ability for print on demand (the student's test can be designated through the test engine and accompanying connection to a printer, for creation of a paper copy versions of the items). Contractor is not responsible for any hardware required to print, i.e., LEAs must provide the printer used to produce print on demand paper copy versions of the items.</p> <p>Note: Upon the student's completion of applicable print version of items, test administrators would be expected to transcribe the student response into the test engine interface. Print versions of the test items will be destroyed under secure means.</p>
SB.3.B	Paper-Pencil Forms	<p>For students unable to interact with electronic devices (e.g., students in juvenile detention centers), Contractor will produce and ship summative assessment test booklets and response documents. Test booklets produced in this way will include regular print, large print, and Spanish (mathematics only). All test booklets are produced by Smarter Balanced and approved by OSPI prior to printing.</p>

ID No	Task	Requirement
		<p>For proposal purposes, bidders may use the following estimates for paper-pencil forms. Estimates are not guarantees of actual numbers of paper-pencil materials, which will be determined each year of the contract based on information submitted by districts.</p> <ul style="list-style-type: none"> <li>• ELA Standard print: 150</li> <li>• ELA Braille: 20</li> <li>• ELA Large print: 20</li> <li>• Mathematics Standard print: 150</li> <li>• Mathematics Braille: 25</li> <li>• Mathematics Large print: 20</li> <li>• Mathematics Spanish: 5</li> </ul> <p>In these cases, test administrators need an ability to transmit student responses on summative assessments to Contractor for scoring. Bidder’s proposal will include at least two (2) solution(s) for capturing/including student responses in standard scoring processes:</p> <ol style="list-style-type: none"> <li>1) Districts ship the physical booklets to Contractor’s scoring location for processing and scoring.</li> <li>2) District or school employees enter student responses captured in the paper booklets into a Contractor response-capturing system, accessible by Contractor scoring staff for processing.</li> </ol> <p>Determination of which solution will be used will be made during contract negotiations.</p> <p>OSPI is interested in exploring possibilities of providing a hybrid testing opportunity. Students would take a portion of their test online and portion of their test on paper and Contractor would merge those two tests to produce a final student score. For example, allow students to take an online CAT (to leverage the shorter, adaptive nature and embedded supports) and take a paper-pencil Performance Task (to support a student who is more facile with writing than typing). Proposals should describe feasibility within their test delivery system(s), risks, and potential mitigation factors (e.g., discrepancy-resolution systems) to inform future conversations about the possibility of students taking one part paper test and one part online test. Any Contractor costs associated with facilitating this method of test delivery should be indicated in Exhibit K: Cost Summary.</p>

ID No	Task	Requirement
		<p>In all cases, districts will return print materials to Contractor for secure processing and accounting, at cost to the Contractor. Districts may be provided pre-paid shipping materials by the Contractor or some other method to have shipping paid by the Contractor, not out of district funds.</p> <p><u>Secure ELA Listening Scripts</u> The listening scripts provide directions to local proctors to administer paper-pencil versions of ELA. These secure scripts need to be printed and shipped to districts along with the secure test booklets.</p>
SB.3.C	Braille and Large Print (Online)	<p>For each operational summative assessment, Bidder's system will support administration instances in both Braille and Large Print.</p> <p>Braille testing for ELA and mathematics will include both an online solution and a paper-pencil options.</p> <p>For online Braille testing, Refer to Exhibit M: Smarter Balanced Resources for links to details on the current specifications associated with the Smarter Balanced assessments and systems.</p> <p>Bidders are to acknowledge, and apply, as part of a proposal, access to the Smarter Balanced standing master contracts for services to provide online Braille.</p> <p>Large Print for both ELA and mathematics will include both an online solution and a paper-pencil option.</p> <p>For online Large Print, bidder's system will support Zoom features to support enlarging test item print.</p>

ID No	Task	Requirement
SB.3.C.1	Braille On Demand/Zoom	<p>Contractor’s test engine will provide for students identified through an IEP to access the online mathematics assessment through on demand braille using refreshable braille devices. Contractor is not responsible for any hardware associated with on demand braille or refreshable braille.</p> <p>Contractor’s test engine will provide all students access to vision enhancing tools (i.e., zoom functionality) embedded within the online test.</p>
SB.3.C.2	Braille and Large Print Testing Materials (Paper version)	<p>Braille testing will include both an online solution and a paper-pencil options. Paper-pencil options will be provided in both contracted and uncontracted formats.</p> <p>In those instances where an LEA is unable to support computer-based testing, Contractor will provide means of producing Braille and Large Print forms based on the Smarter Balanced paper-pencil form, in both contracted and uncontracted formats. Per the Braille Authority of North America (BANA), Unified English Braille (UEB) is the official braille code as of January 2016. Mathematics tests must use UEB with Nemeth.</p> <p>OSPI estimates, but cannot guarantee, annual quantity use: ten (10) braille test forms per grade level and per content area and thirty-five (35) large print testing materials per grade level and content area. For proposal purposes, there are seven (7) grade levels (3, 4, 5, 6, 7, 8, and high school) and two (2) content areas (ELA and mathematics).</p> <p>Bidders are to acknowledge and apply for access to the Smarter Balanced standing master contracts to provide paper Braille and large print forms.</p> <p>Contractor will provide a process for LEAs to order braille and large print testing materials and will distribute all such testing materials in a braille/large print kit to the associated school district. OSPI and Contractor will collaborate on the materials provided in each kit.</p>

ID No	Task	Requirement
		<p>The Contractor's braille/large print kit will include braille response documents for braille assessments and appropriate response documents for large print assessments.</p> <p>Students being administered a large print assessment will respond directly on the large print test document, unless the student's IEP specifies a scribing accommodation.</p> <p>Test administrators may be expected to transcribe student responses from braille and large print test forms into either a regular print test booklet or a vendor test engine interface, per SB.3.B described above. Proposal should indicate if transcription is required or if bidder's proposal has a different solution.</p> <p>Contractor will provide for the secure return of braille and large print testing materials to Contractor facilities. Contractor's braille/large print kit will include all materials (e.g., boxes, envelopes, and prepaid return shipping labels) for the schools to use to return testing materials.</p>
SB.3.D	Assistive Technology	<p>Contractor's test delivery platform will support all assistive technology as described in Exhibit L: GTSA. Contractor will work with the state to explore the feasibility of supporting additional assistive technology including, but not necessarily limited to, screen reader and text to speech software, speech to text, screen enlargement, and alternative input devices and software. If OSPI requests test access through a specific assistive technology device, Contractor will make provisions to support the assistive technology but would not be responsible for providing any needed hardware or software (such as refreshable Braille devices) for schools, districts, or the state.</p> <p>In addition, Bidder should specify what Speech-to-Text options are available in the secure browser or specify what Speech-to-Text options are available with their Secure Browser on various platforms (e.g., Windows, Mac, iOS and Chrome).</p> <p>Bidder's proposal will provide system specifications and identify the configuration for assistive technology within vendor's system and which configuration settings are customizable by state.</p>

ID No	Task	Requirement
SB.3.E	Glossaries/Word List	N/A
SB.3.F	Translations	<p>Contractor’s online test engine will support all means of translation access Smarter Balanced has designed within its assessment system. Contractor will also support providing translated glossaries for paper-pencil testing to districts. Paper-pencil glossaries are provided by Smarter Balanced, and Contractor’s responsibility would be to make any OSPI-requested updates to these glossaries. For proposal purposes, Spanish glossaries for paper-pencil will be printed and shipped while the other language glossaries (listed below) will be posted online and must be made ADA accessible. Contractor will review the existing references provided by Smarter Balanced (see Exhibit M: Smarter Balanced Resources).</p> <p>“Toggle” and Glossed: Spanish</p> <p>Glossed only: Arabic Burmese Cantonese Filipino (Tagalog/Ilocano) Hmong Korean Mandarin Punjabi East Punjabi West Russian Somali Tagalog Ukrainian Vietnamese</p>

ID No	Task	Requirement
		<p><i>Pre-recorded video format (for embedding)</i> American Sign Language (ASL)</p> <p>Specific to "Toggle" Spanish for online mathematics testing, proposals will specify what presentation options are currently supported within bidder's online student-testing interface. Specifically, OSPI is interested in whether the bidder's systems can support:</p> <ul style="list-style-type: none"> <li>• A "stacked" presentation with both Spanish and English presented on a single screen.</li> <li>• An option for the student to "toggle," within the testing engine via a "toggle" feature/button, between two presentations: English-only presentation and Spanish-only presentation.</li> <li>• An option for the student to "toggle," within the testing engine via a "toggle" feature/button, between three presentations: English-only presentation, Spanish-only presentation, and "stacked" presentation with both Spanish and English presented on a single screen.</li> <li>• Whether (and if so, how) there is flexibility to assign different options described above to different students within a student test-setting system.</li> </ul> <p>Proposals should include other options not listed here that are supported by the bidder's system for OSPI consideration.</p> <p>In those instances where translation access is restricted, Contractor's test engine must be programmed to disable the associated access feature.</p>
<b>SB.4</b>	<b>Practice Tests</b>	<p>For Year 1, Contractor will, at the earliest opportunity possible (and no later than October 30), make available to students and teachers the applicable content area practice tests, pre-made by Smarter Balanced—that includes all item types—allowing opportunities for students to experience the structure and format of the operational test. Subsequent to Year 1 of a contract, access to the practice tests will be in place no later than September 15 of the administration year.</p> <p>A practice test will be available for each grade level and for each content area and will include both a "CAT" Practice Test and a Performance Task Practice Test. The term "CAT" is used to indicate there are two Practice Tests available per grade and distinguish the two Practice Tests where one is a Performance Task. The "CAT" Practice Test is not computer adaptive, but rather fixed form. For</p>

ID No	Task	Requirement
		<p>proposal purposes, there are 7 grade levels (3, 4, 5, 6, 7, 8, and high school) and 2 content areas (ELA and mathematics).</p> <p>Practice tests must provide for inclusion of all embedded universal tools, designated supports, and accommodations.</p> <p>Practice tests should be available via both secure browser (the same browser used to administer interim and summative tests) and non-secure web-browsers.</p> <p>The secure browser Practice test would have functionality that allows educators and students to practice the log in steps used for an online interim or summative test. Functionality that allows students to enter information such as student-identifying information, test session information, etc. that mimics the log in process used by Contractor’s interim and/or summative test delivery system should be available. Proposals will describe whether this practice functionality might be provided within a web-browser Training test and, if so, how.</p> <p>Non-secure web-browser Practice tests must allow for guest access without need of the secure browser, student SSID, or TA-created test session. Non-secure web-browser Practice tests must also allow for the flexible selection of any Designated Supports and Accommodations, in any combination. Additionally, the ability to disable Universal Tools—as disabling those is a Designated Supports available to students—should be available. The selection and disabling of tools and supports for Practice Tests must be available directly within the web-based without the need for settings to be entered in Contractor’s testing systems. If a specific feature can only be delivered via a secure testing system, that feature can be exempted from non-secure web-browser Practice tests setting selection.</p> <p>Finally, the non-secure Practice tests must also be available through a Contract’s secure test delivery system, which could be the same system as used to delivery interims and summative tests. This functionality would require a teacher to administer the Practice test in a fashion similar to interim or summative tests and for students to log in to that test delivery system. The intent is to</p>



ID No	Task	Requirement
		<p>allow student test settings captured for a student in a Contractor’s test or student information system to be provided to the student within a test delivery environment for purposes of testing out supports and tools, including those that are not possible to deliver via a non-secure web-browser Practice Test.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for Practice tests within vendor’s system and which configuration settings are customizable by state.</p>
<b>SB.5</b>	<b>Training Tests</b>	<p>For Year 1, Contractor will, at the earliest opportunity possible (no later than October 30), make available to students and teacher the applicable training tests, pre-made by Smarter Balanced, that will allow students to become familiar with the software and interface features. Subsequent to Year 1 of a contract, access to the training tests will be in place no later than September 15 of the administration year.</p> <p>A fixed-form Training test must be made available for each of the following grades/grade bands in the following content areas:  Mathematics: 3–5, 6, 7–8, and high school  ELA: 3–5, 6–8, and high school</p> <p>Training tests must provide for inclusion of all embedded universal tools, designated supports, and accommodations.</p> <p>Training tests should be available via both secure browser (the same browser used to administer interim and summative tests) and non-secure web-browsers.</p> <p>The secure browser Training test would also have functionality that allows educators and students to practice the log in steps used for an online interim or summative test. Functionality that allows students to enter information such as student-identifying information, test session information, etc. that mimics the log in process used by Contractor’s interim and/or summative test delivery system should be available. Proposals will describe whether this practice functionality might be provided within a web-browser Training test and, if so, how.</p>

ID No	Task	Requirement
		<p>Finally, the secure browser Training tests must also be available through a Contract’s secure test delivery system, which could be the same system as used to delivery interims and summative tests. This functionality would require a teacher to administer the Training test in a fashion similar to interim or summative tests and for students to log in to that test delivery system. The intent is to allow student test settings captured for a student in a Contractor’s test or student information system to be provided to the student within a test delivery environment for purposes of testing out supports and tools, including those that are not possible to deliver via a non-secure web-browser Training Test.</p> <p>Non-secure web-browser Training tests must allow for guest access without need of the secure browser, student SSID, or TA-created test session. Non-secure web-browser Training tests must also allow for the flexible selection of any Designated Supports and Accommodations, in any combination. Additionally, the ability to disable Universal Tools—as disabling those is a Designated Supports available to students—should be available. The selection and disabling of tools and supports for Training Tests must be available directly within the web-based without the need for settings to be entered in any of Contractor’s testing systems. If a specific support or tool can only be delivered via a secure testing system, proposals should identify those features and those features can be exempted from non-secure web-browser Training tests setting selection.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for Training tests within vendor’s system and which configuration settings are customizable by state.</p>
<b>SB.6</b>	<b>Test Engine</b>	<p>Contractor will provide a secure, technology-based assessment delivery system (test engine) meeting the specifications detailed by Smarter Balanced to administer interim, summative, Training, and Practice tests. Contractor’s system will come with all necessary documented processes, manuals and platforms to support a computer adaptive assessment administration. Bidder should refer to the following Smarter Balanced specifications in preparing proposals (refer to Exhibit M: Smarter Balanced Resources).</p> <p>A Bidder’s test engine proposal must detail how the test engine fulfills OSPI’s expectation of compatibility with rendering and response capture consistent with Smarter Balanced</p>

ID No	Task	Requirement
		<p>specifications and any other requirements stipulated by OSPI. Bidder will include technical documentation and evidence that the proposed test engine renders items and provides item interaction to meet the needs of OSPI's state assessment programs. In addition to the proposal information and evidence, Bidders will need to be prepared to allow OSPI staff access to the Smarter Balanced items loaded in the proposed test engine and support system applications for purposes of a user trial/test that may be part of the proposal evaluation activity (refer to Table 15b: Other Proposal Evaluation and Scoring Considerations for primary areas of concentration).</p> <p>Proposal should provide evidence that the Smarter Balanced adaptive algorithm can be applied through the bidder's test engine. Alternatively, if the bidder's proposal intends to use a bidder's proprietary adaptive algorithm solution, proposals will include sufficient documentation (e.g., simulations) to ensure that the proprietary adaptive algorithm meets or exceeds the Smarter Balanced specifications, including but not limited to test blueprint match, item exposure, and match to student demonstrated performance.</p> <p>Bidder proposal must detail how the proposed test engine is, or will be, compatible with state's preferred data system. More about state's data system can be found in the Exhibit N: Data Management Series.</p> <p>Bidders must provide evidence of redundant systems or contingency procedures for hardware and software of the test delivery system, including sufficient bandwidth not only during summative testing, but throughout the year with interim, Practice, and Training testing. Included evidence will address the following details:</p> <ul style="list-style-type: none"> <li>Power outage backup within the test delivery architecture.</li> <li>Secure browsers monitored for possible threats.</li> <li>Secure browser software ensures no navigation outside of the test allowed during the assessment.</li> <li>Continuous saving of student responses.</li> <li>Telemetry captured and available, with summarization for reporting to OSPI.</li> </ul>

ID No	Task	Requirement
		<p>Contractor-to-OSPI alert process when an issue arises in a school or LEA.  Communication plan with OSPI, including text alert system.  Communication plan with LEAs when issues arise. Email or text for immediate communication.</p> <p>Access to any format of testing—summative, interim, practice, and training—should be set to preclude any possibility of confusion on the part of administrators and selection of the wrong testing format. Additionally, functionality should exist within vendor’s test management system to restrict administration of certain tests to certain time periods (i.e., set a test window) such that access to administering interims can be removed during the summative test window. This functionality should be available to OSPI and select school and district users, as determined by user role.</p> <p>Bidder’s proposal will include a plan for state staff to engage in User Acceptance Testing (UAT) supporting each system for each administration year roll-out. The plan must begin with the vendor completing a full verification/testing of each system including accessibility features across platforms and devices prior to state staff’s UAT activities. The specifications of activities done during UAT—both by the vendor and by state staff—will be jointly developed by the vendor and state staff. UAT must be scheduled to occur at a reasonable time of year to ensure smooth and effective introduction of any system updates or additions for school and district familiarization prior to the start of annual testing. UAT should be scheduled over multiple rounds alternating between state staff testing of the system and vendor fix cycles. UAT will be considered complete and vendors systems will be approved by state for use only after all fixes requested by state have been enacted by vendor.</p> <p>UAT may require longer time frames of more cycles in Year 1 of the contract as well as when new features are added to ensure sufficient confidence by state staff that features will function as intended for users. Systems with which students interact (e.g., the secure browser, web-browser based Practice and Training tests) will also likely require longer or more cycles to ensure that all features are functioning as expected by state staff such that students will not encounter any barriers during testing. Systems with which students interact for summative tests will be given</p>

ID No	Task	Requirement
		<p>the most scrutiny during UAT. Vendor will give highest priority to fixes that ensure summative testing experiences for students meet state staff's expectations.</p> <p>Bidder should propose a projected schedule to achieve this aim, with an understanding that scheduling will remain fluid to any given year's system updating. Actual UAT dates will be set on an annual basis at regularly scheduled planning meetings.</p> <p>Bidder's proposal will provide system specifications and identify the configuration for secure test systems within vendor's system and which configuration settings are customizable by state.</p>
<b>SB.7</b>	<b>Availability &amp; Capacity</b>	<p>Bidder must demonstrate the performance and reliability (e.g., addressing load and surge capacity) of its proposed test engine for use during testing times outlined in the RFP, inclusive of information about peak operating days and weeks, with applicable load.</p> <p>Load capacity is to detail the test engine's maximum student participation that can be supported before system performance would experience possible performance degradation.</p> <p>Surge capacity is to detail other potential system interactions or the commencement of other system interfacing (if any) that might lead to performance degradation.</p> <p>A proposal should reflect a Bidder's current client demand and implications or contingencies. A proposal will include explanations on how conflicting demands will not impact proposed services for OSPI. Bidder will include explanations and redundancy details on how conflicting demands will not impact proposed services. Additionally, Bidder must demonstrate, through inclusion of system specifications that the test engine has the capacity to meet the demands of OSPI and all other client testing contracts the Bidder holds.</p>

ID No	Task	Requirement
SB.8	<b>Technology Readiness</b>	<p>Contractor’s minimum technology requirements are to be consistent with the minimum technology requirements stated in this RFP. Refer to links in Exhibit M: Smarter Balanced Resources for further details on technology requirements. Individual LEAs will be responsible for ensuring local technology capacity to administer assessments online. Contractor will provide guidelines, and where applicable, tool(s) for LEAs to use in verifying readiness for conducting online assessments. Such tool(s) must function within Windows-based, Mac OS-based, and Linux-based hardware and operating systems, and must, at a minimum, address the following:</p> <ul style="list-style-type: none"> <li>• Proper configurations of network devices to ensure network connectivity from within the school district/building to internet locations required for testing.</li> <li>• Capacity of hardware for use in online testing (minimum workstation specifications, minimum bandwidth requirements, percent of bandwidth utilization at school/district levels).</li> <li>• Evaluation of the maximum number of concurrent assessments to be administered at each school.</li> <li>• Ability to quickly support rolling operating system releases.</li> </ul> <p>In cooperation with OSPI, Contractor will develop guidelines for schools to access and use the provided tool(s) using sample data at times during the school day that will closely replicate the operational testing environment. In addition, Contractor will provide a methodology for validating that schools have completed the necessary steps for ensuring technological readiness to administer the assessments.</p> <p>By September 15 of each school year, Contractor will provide a complete training program to orient administrators, proctors/test administrators, and teachers to the online testing environment and supporting systems use. The training program will provide access to a catalog of existing modules or other such training formats specific to Contractor’s systems.</p> <p>Contractor will communicate routine maintenance for upgrading their system infrastructure.</p>

ID No	Task	Requirement
SB.9	System Security	<p>Contractor’s test engine will provide advanced security protocols and techniques to protect both test content and student data. General security requirements will include:</p> <ul style="list-style-type: none"> <li>• Student access control to the testing interface with student; authentication generated through a secure administrative system.</li> <li>• Administrator access control including administrative authentication to gain access to administer tests, view/maintain student data, and access student performance reports.</li> <li>• System checks that evaluate each user’s access privileges at log-in and automatically disable or enable client functions based upon the user’s profile.</li> </ul> <p>Steps to maintain strict security of test content and student data include:</p> <ul style="list-style-type: none"> <li>• Security of test content will be device specific and device appropriate.</li> <li>• Only valid authentication information may enable test content to be decrypted to a viewable format.</li> <li>• Test content accessed via valid authentication information must be displayed only while the student is taking the test. Upon completing the test, any decrypted test content must automatically be removed from any systems outside of the host systems.</li> <li>• Cached content and cookies are secured, managed, and purged.</li> <li>• All transmissions of student data must occur over secure network connections that utilize authentication and encryption technologies.</li> </ul> <p>Device Security During Testing – When using any approved devices, decrypted test content must be protected through control of the desktop computer while students are testing. Access to other applications or websites must be disabled or disallowed while a test is being accessed except in cases where assistive technology will be available to students during testing; this is referred to as “permissive mode” and must be able to be enabled on a per-student basis. Strict controls must be maintained over operating system functionality, printing, copy and pasting, screen captures, keyboard shortcuts, right-mouse clicks, or other functionality that could compromise test content.</p>

ID No	Task	Requirement
<b>SB.10</b>	<b>Assessment Delivery System &amp; User Interface Interoperability</b>	<p>The inter-component communication of the Contractor’s delivery system must use current industry-recognized standards (SIF, IMS, etc.) as well as any tools that are specific to OSPI based on previous online testing history. The Contractor’s online assessment delivery system must be flexible to accommodate the varying technological capabilities that exist in OSPI’s school districts. Additionally, the Contractor’s online assessment delivery system should accommodate virtual networks and/or thin client environments. As an alternative for school districts’ administering online assessments with desktop workstations, the Contractor’s delivery system must also support administration within a secure wireless environment on tablets (including, but not limited to, iPads, Androids, and Chromebooks) or other mobile devices. Refer to Exhibit Q: 2020–21 Annual Technology Survey Snapshot for information on the status of technology systems within Washington schools. The Contractor’s online administration platform must accommodate the system requirements specified by OSPI and the Smarter Balanced consortium (refer to links in Exhibit M: Smarter Balanced Resources).</p> <p>The assessment delivery system and all associated systems will require periodic and scheduled maintenance. Downtimes required for this maintenance should be scheduled, to the extent feasible, for end of day (EOD) Fridays through EOD Sundays, to minimize impact on users.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for assessment delivery systems within vendor’s system and which configuration settings are customizable by state.</p>
SB.10.A	User Role Management	<p>Contractor’s system will allow flexibility for OSPI to apply greater restrictions—by user role—to the following administrative users’ rights:</p> <ul style="list-style-type: none"> <li>• Ability for administrative users to view and edit student accessibility (accommodation) and demographic information entered as part of the pre-identification process.</li> <li>• Ability for administrative users to hand-enter student records prior to or at the time of testing.</li> <li>• Capability to maintain both student-specific data fields and test-specific data fields.</li> </ul>
SB.10.B	Test Management	<p>Contractor’s system will be configurable to meet the following different administration demands and tasks:</p>



ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• Ability for administrative users with appropriate access to schedule students for online tests and generate necessary student login information prior to testing.</li> <li>• Ability for administrative users with appropriate access to assign specific accommodations (e.g., large print test forms) to individual students.</li> <li>• Ability for select authorized users to view aggregate test information by course or grade level/content area such as number of tests scheduled (by date), number of tests being administered (real-time), number of tests completed, number of scoreable tests completed, etc.</li> <li>• Ability to assign unique login credentials for each test session.</li> <li>• Availability and integration of an online test administrator training and certification course.</li> <li>• Ability to monitor test administration (e.g., currently open test sessions, students who recently completed testing, students still expected to test, test completion rates) at the school, district, and state levels.</li> </ul> <p>Bidder’s proposal will provide system specifications and identify the configuration for test management systems within vendor’s system and which configuration settings are customizable by state.</p>
SB.10.C	Test Engine Performance Reliability	<p>Contractor’s test engine will demonstrate the robustness and reliability to meet state needs across multiple assessments and formats. Contractor will ensure that the test engine:</p> <ul style="list-style-type: none"> <li>• Accommodates up to two hundred thousand (200,000) simultaneous Washington test sessions.</li> <li>• Can safeguard against catastrophic events (proposals are to include a complete Contingency Plan for disaster prevention that include processes detailing system redundancy and recovery).</li> <li>• Is available to school districts during the entire testing window, the pre-identification process, and the enrollment window, as mutually agreed upon with OSPI.</li> <li>• Is structured to allow LEAs to accommodate needs of individual students, as well as small groups of students with unique testing needs.</li> </ul>

ID No	Task	Requirement
SB.10.D	Testing Interface	<p>Contractor’s student testing interface will provide the following:</p> <ul style="list-style-type: none"> <li>• Device-appropriate display of text and graphics for all students.</li> <li>• Ability for students to navigate the complete test (forward, backward, from one item to a different, non-sequential item).</li> <li>• Ability for students to mark an answer using a pointing device or keyboard.</li> <li>• Ability for students to view the text or graphic simultaneously with the item stem and distractors when an item, or set of items, is text or graphic intensive.</li> <li>• Online availability of any manipulatives (including, but not necessarily limited to calculator, spell check, graphing tools, dictionary, thesaurus, measurement tools, electronic annotation, formula charts, and scratch paper) as indicated in test blueprints.</li> <li>• Indication (on the workstation display) of the name of the student login used to access the test.</li> <li>• Ability to match collected student data in the event that it is necessary for a student to restart/reset a test.</li> <li>• Independent scrolling capability for items which include a stimulus and response options or response area displayed side-by-side.</li> </ul> <p>The Contractor’s online assessment delivery system should provide options to support common test-taking strategies including:</p> <ul style="list-style-type: none"> <li>• Visually eliminating one or more distractors.</li> <li>• Highlighting and/or underlining key words or graphics.</li> <li>• Flagging items as incomplete or in need of review prior to completing the test or test section. “Flagging” should still require students to meet any item-completion requirements prior to moving to the next item.</li> <li>• Indicators of which items have been flagged.</li> <li>• Using online “scratch paper” with text and drawing capability. Currently, Smarter Balanced items do not support student-created drawings outside of very restrictive functionality in GI items. If drawing functionality is incorporated into future Smarter Balanced items, vendor will update any system or presentation necessary to present those items with the intended</li> </ul>

ID No	Task	Requirement
		<p>functionality as determined by Smarter Balanced. Vendor will also support exploration of providing drawing functionality within the Contractor's test delivery engine independent of Smarter Balanced, i.e., a Washington-specific functionality and configuration.</p> <p>Contractor will upgrade and enhance the test engine as new technology for assessment delivery becomes available and as assessment needs dictate. OSPI will have the opportunity to suggest, discuss, review, and approve all proposed changes to the test engine, and will approve the schedule for roll-out of any such proposed changes.</p> <p>Changes or enhancements to other Contractor systems will allow for the same OSPI involvement and approval processes. Contractor will establish monitoring systems with metrics/thresholds approved by OSPI to detect system errors ("bugs"). Contractor will grant access to OSPI to view error logs.</p> <p>Bidder's proposal will provide system specifications and identify the configuration for testing interface systems within vendor's system and which configuration settings are customizable by state.</p>
SB.10.E	Assessment Portal	Contractor will host and maintain an assessment portal for access by state staff, LEAs, students, families, and private citizens. Portals will support OSPI's ability to place and access both secure and non-secure assessment-related information and links.
SB.10.F	Section 508, Americans with Disabilities Act (ADA), and Web Content Accessibility Guidelines (WCAG) Compliance	<p>Contractor is responsible to make all materials developed according to this RFP that will be accessed by the general public meet Section 508, Americans with Disabilities Act (ADA), <a href="#">Web Content Accessibility Guidelines (WCAG) 2.2 draft</a>, OSPI's formatting standard specified in Exhibit I: OSPI Americans with Disabilities Act Compliance: Graphics and Colors, and <a href="#">OSPI's Style Guide</a>. This includes but is not limited to manuals, trainings, and other correspondence developed by the vendor as part of the RFP to support the test and test systems.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>The Test Administration Manual (TAM) is developed primarily for classroom-level test administrators and school and district test and technology coordinators; however, the TAM will be posted online (such as on the Assessment Portal described in SB.10.E) so the</li> </ul>

ID No	Task	Requirement
		<p>information contained in the TAM is accessible to parents, students, and the general public. Therefore, the vendor is responsible for making the TAM fully accessible.</p> <ul style="list-style-type: none"> <li>• Test booklets are not intended to be accessed by the general public, so the vendor is not responsible for making test booklets fully accessible.</li> </ul> <p>Further, per guidance from the Office of Civil Rights, agencies must ensure that all published electronic information is compatible with assistive technology devices commonly used by people with disabilities for information and communication. This applies to persons with disabilities who use assistive technology to read and navigate electronic materials. Therefore, the vendor is likewise responsible for ensuring all materials developed according to this RFP that will be accessed by the general public meet these compatibility requirements.</p>
<b>SB.11</b>	<b>Administration</b>	<p>Contractor will facilitate the administration of Smarter Balanced interim and summative assessments in English language arts and mathematics. Contractor will also facilitate both secure and non-secure access to Training and Practice tests. The Contractor will provide the assessments for all public school students beginning in the 2024–25 academic year (spring 2025 test administration).</p> <p>For summative tests, all students in grades 3 through 8 will have default access to only the corresponding grade-level summative tests in ELA and mathematics. Students in grade 9 will not have access to any summative tests. Students in grades 10, 11, and 12 will have default access to only the high school summative tests in ELA and mathematics.</p> <p>Any student test settings (e.g., Designated Supports, Accommodations) captured in Contractor’s student management system must be applied to any Practice, Training, interim, or summative test the student takes using the Contractor’s secure testing system.</p> <p>The Smarter Balanced assessments will include a combination of selected-response, constructed response, performance tasks, and technology-formatted items (items must meet the minimum technology requirements defined by Smarter Balanced).</p>

ID No	Task	Requirement
		<p>The specific number of each item type must coincide with the applicable test specifications. As of this RFP, OSPI intends to use the Smarter Balanced-provided adjusted blueprint for ELA and mathematics; that decision is subject to change.</p> <p>As of posting of this RFP, OSPI intends to administer the grades 3–8 summative item bank (both CAT and PT) as provided by Smarter Balanced for ELA and mathematics. For high school ELA, OSPI intends to administer the Grade 11 summative item bank as provided by Smarter Balanced. For high school mathematics, OSPI intends to administer a Washington-specific configuration of select items from the Grade 11 summative item bank as provided by Smarter Balanced. Proposals should include costs and timelines of coordinating, to include multiple rounds of review, among OSPI, Smarter Balanced, and Contractor needed for high school mathematics to establish the configuration.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for test administration systems within vendor’s system and which configuration settings are customizable by state.</p>
SB.11.A	Testing Window	<p>Contractor is responsible for supporting an annual spring summative testing window beginning in 2025. Historically, the Smarter Balance Assessment testing window has been available early March to early June.</p> <p>OSPI will seek to have a longer testing window to accommodate different school calendars. If the extension effects the reporting timeline, OSPI and the contractor will negotiate adjustments.</p> <p>For interims, Contractor is responsible for making available from around the start of the school year through the end of June, annually. The exact start date for interim availability is subject to scheduling to ensure sufficient UAT and coordination of all systems required to administer, score, and report interim results.</p> <p>LEAs will have the ability to set and/or change their district-determined test windows within the statewide testing window.</p>

ID No	Task	Requirement
SB.11.B	District Support-Ancillary Materials Production	<p>Annually, Contractor will support the requisite development and distribution of the following ancillary materials for each assessment supporting test administration. For Smarter Balanced assessments, Contractor must provide ancillary materials that allow for customization consistent with state protocols and practices, while remaining within the guidelines established by Smarter Balanced (refer to links in Exhibit M: Smarter Balanced Resources for further details).</p> <p>Contractor will be responsible for translation services for select publicly posted materials, as determined by state. For proposal purposes, documents would be translated into the following 15 languages:</p> <ul style="list-style-type: none"> <li>Spanish</li> <li>Arabic</li> <li>Burmese</li> <li>Vietnamese</li> <li>Cantonese</li> <li>Mandarin</li> <li>Tagalog</li> <li>Punjabi East</li> <li>Punjabi West</li> <li>Korean</li> <li>Somali</li> <li>Russian</li> <li>Ukrainian</li> <li>Filipino (Tagalog/Ilocano)</li> <li>Hmong</li> </ul> <p>For proposal purposes, approximately 10 documents per year would need translation services, ranging in length from 1 page to 5 pages.</p>
SB.11.B.1	Test Administration Manual (TAM)	Contractor will coordinate and apply updates to OSPI’s TAMs that clearly explain all procedures relative to test administration. Where applicable, individual TAMs for each assessment will be

ID No	Task	Requirement
		<p>supported by Contractor. Additionally, if assessment-specific manuals are developed, the TAM will clearly delineate each content/grade-level assessment by section.</p> <p>The content of each TAM will include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Specific instructions for the administration of the applicable assessment.</li> <li>• Estimated time requirements for each assessment (as appropriate).</li> <li>• Scripts for administration of each assessment to ensure consistent and appropriate instructions are given to students.</li> </ul> <p>Each year of the contract, Smarter Balanced provides the TAM. OSPI and Contractor will jointly identify needed updates that Contractor will be responsible for applying/implementing all annual updates to the TAM. The Spring 2023 TAM is available on the <a href="#">Washington Portal Resources</a> page.</p> <p>No later than September 15 of each year, the final TAM—as a printable PDF that is fully accessible—for each assessment must be available electronically in Adobe PDF format for the OSPI to provide to public-school educators; this version must be appropriate for posting on the state Assessment Portal and/or website. OSPI will have authority to approve all language, content, and format of the TAMs. Contractor will collaborate on annual reviews of the TAM with both Smarter Balanced and OSPI.</p>
SB.11.B.2	Test Coordinators Manual (TCM)	<p>Contractor will coordinate and apply updates to OSPI’s TCM that explains all procedures relative to the organization of LEA level testing. Where applicable, individual TCMs for each assessment will be supported by Contractor. Additionally, if assessment-specific manuals are developed, the TCM will clearly delineate each content/grade-level assessment by section.</p> <p>The TCM will include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Appropriate processes for returning Braille and Large Print testing materials.</li> <li>• Appropriate processes for handling accommodations requiring a paper/pencil test accommodation.</li> <li>• Appropriate measures for protecting test security at the school district level.</li> </ul>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• Suggested times for test sections and suggestions for LEA test scheduling.</li> <li>• Appropriate processes for including special populations of students in testing.</li> <li>• Important dates leading up to, during, and after the testing window(s).</li> <li>• How to handle student absences and other unique testing situations (e.g., testing of homebound students, students moving into and/or out of the school district during the testing window, etc.)</li> </ul> <p>Each year of the contract, OSPI and Contractor will coordinate any updates to the TCM from the previous year. OSPI and Contractor will jointly identify needed updates that Contractor will be responsible for applying/implementing all annual updates to the TCM. As of this posting, the TCM from last year is available on the <a href="#">Washington Portal Resources</a> page.</p> <p>Contractor will provide all TCMs in printable Adobe PDF format ready for posting to OSPI websites and Portals by September 15 of each year.</p> <p>State will have authority to approve all language, content, and format of the TCM. Contractor will collaborate on annual reviews of the TCM(s) with OSPI.</p>
SB.11.C	Operations Support (Help Desk)	<p>The Contractor’s Support or Help Desk will be available via a toll-free telephone number, and instant messaging, and email from 6:00 a.m.–6: p.m. (PT), Monday through Friday, with the exception of <a href="#">state holidays</a>.</p> <p>Customers who contact the help desk will wait no more than five (5) minutes to speak with or receive a reply from a customer service agent during regular-hours coverage. Contractor will be expected to make initial contact regarding any inquiries within 24 hours of receipt; during testing windows response time would be expected to be shorter (within 2 hours). For requests submitted during off-hours where no coverage is expected, customers should expect a response when coverage begins the next business day.</p>



ID No	Task	Requirement
		<p>Contractor will provide Tier 1 help desk support for all LEAs. At a minimum, Contractor will address inquiries specific to administration processes as included in the associated manuals and ancillary materials.</p> <p>Contractor's Tier 1 help desk will support technical questions with respect to the test engine and other technology supporting the assessment program.</p> <p>Contractor will provide OSPI weekly reports of contacts to Help Desk. Information from help desk interactions will be reviewed for program improvements.</p>
SB.11.D	Technical (Tech) Support	<p>Contractor will provide Tiers 2 and 3 level technical support to address more complex issues. Response times, reports, and metric expectations parallel to the Tier 1 help desk are required.</p> <p>If required, Tier 2 and Tier 3 support for non-contractor systems (e.g., reporting system) will also be provided by the appropriate system owner.</p>
SB.11.E	Administration and Technical Training	<p>OSPI will establish and implement a training plan for district, school, and technology coordinators and teacher administrators on all aspects of the assessment program. This will include determining audience, topics, frequency, and mode (face-to-face, webinar, video modules, etc.) of the training, including such elements as format, participants, and logistics. Training will also include technical and administrative training on relevant test administration processes for all stakeholders.</p> <p>Contractor will develop other resource material including user guides and FAQs at the direction of the OSPI.</p> <p>Contractor will collaborate with OSPI to develop test administration training materials for annual release to school and district administrators. Once final products are developed, Contractor will deliver the needed resources to OSPI for use in annual training events.</p> <p>OSPI is interested in exploring a state-level Learning Management System (LMS) to deliver training and provide for individual certification on testing systems and processes. A bidder with such a</p>

ID No	Task	Requirement
		<p>system available may include in their proposal systems, process, and cost associated with linking test administration training to a state-level Learning Management System (LMS).</p> <p>A Bidder technology solution will support creation of demonstration (“demo”) districts for state-level users that will contribute to the development of resources to aid LEA staff in becoming familiar with the Contractor’s systems and provide context for responding to technical assistance. Demo districts are also useful in setting up and working through User Acceptance Testing (UAT) on system additions, modifications, and updates.</p> <p>A proposal must include a Bidder’s plan to establish one or more “sandbox” districts to allow all educators and the general public a means to engage with the various test engine systems in a consequence-free training environment. The intent is to increase understanding of local administrators and teachers to the actual testing systems involved. The “sandbox” district should:</p> <ul style="list-style-type: none"> <li>• Include pre-generated data for educators to apply in system trials.</li> <li>• Include functionality for educators to generate their own data through creating demonstration student records, administering tests to demonstration students, scoring demonstration student responses (both automatically and manually), etc. allowing educators to experience the various processes involved.</li> <li>• Be sustainable (not having to be rebuilt from the ground up) across contract years.</li> <li>• Be available from August through June—the effective school year for districts—so access can be gained for educator training.</li> </ul>
SB.11.F	Retake Opportunity	<p>Washington currently uses the high school administration of the ELA and mathematics assessment for graduation pathway purposes. Therefore, Washington will offer retake opportunities in each year to students in grades 11 and 12 who did not meet standard on their initial attempt or to those who wish to improve their score.</p> <p>Retake opportunities will occur during the spring administration window. The configuration for retakes is identical to the configuration for general summative assessments.</p>

ID No	Task	Requirement
		<p>Estimates for initial re-testing on the high school assessments are ELA 20,000 and Mathematics 40,000. These estimates are not to be construed as guarantees, but best determinations for bidding purposes.</p>
SB.11.G	Testing Incidents	<p>Testing incidents come in three forms:</p> <ol style="list-style-type: none"> <li>1. Low Risk—propriety</li> <li>2. Medium Risk—Irregularity</li> <li>3. High Risk—Breach</li> </ol> <p>Refer to the <a href="#">Professional Standards and Security, Incident, and Reporting Guidelines</a> document for information to support professional standards and ethical testing practices including policies, responsibilities, and permissions.</p> <p>Contractor’s system should allow local educators and state staff to submit testing irregularities.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for irregularity reporting systems within vendor’s system and which configuration settings are customizable by state.</p>
SB.11.G.1	Concerning Test Response Alerts	<p>For all summative and interim assessments including constructed response and technology items (hand-scored and/or scored electronically using an automated engine), Contractor’s scoring processes will allow for immediate identification of “sensitive” or “alert” papers according to OSPI’s specifications.</p> <p>“Alerts” must be detectable immediately and automatically by the test delivery system based on what students type into the test system. Any embedded feature that allows students to type text into the test engine must be able to detect alerts: this includes, but is not limited to, scratch paper, notepad, answer boxes for constructed response items. Further, scorers of student written responses must have a process to report alerts during the hand-scoring process.</p>

ID No	Task	Requirement
		<p>Contractor will provide a means of providing an electronic file of the student’s response immediately and securely to authorized district staff. Contractor will simultaneously notify OSPI that an alert has been sent to the district.</p> <p>OSPI’s current definitions of “sensitive paper” responses and associated review protocol are included in Exhibit O: Concerning Test Response Alerts-Examples.</p>
SB.11.G.2	Improper/Suspect Student Testing Outcomes	<p>When possible, Contractor’s system will identify any improper or suspect situation (e.g., cheating) and provide a means to share the information in question with OSPI.</p> <p>When directed, Contractor will support further sharing of suspect information with applicable district staff for purposes of investigating the situation.</p> <p>Contractor may be directed to proceed with scoring the student record but flag the data for additional validation steps. At any point in the scoring process, OSPI may communicate with Contractor to proceed with reporting the student results or be designated the test as “invalid.” This decision may be in response from investigation results provided by the LEA or other input.</p>
SB.11.G.3	Testing Incident Documenting & Tracking	<p>Test incidents are behaviors prohibited either because they give a student an unfair advantage or because they compromise test validity or score reliability. These incidents may include low risk (impropriety), medium risk (irregularity), or high risk (breach) behaviors. Whether intentional or by accident, a situation that falls into these categories constitutes a test incident that needs to be documented and reported by the district, whether being retained at local district-level or escalated to the state.</p> <p>Bidders are invited to propose a secure and interactive system for district staff to report to OSPI all applicable test incidents. The system should include a process for the Contractor’s help desk to address and respond to many of the submitted incidents or escalate the incident to OSPI. OSPI will use this system to address incidents and respond to districts.</p>

ID No	Task	Requirement
		<p>The system should not only allow districts to report incidents but also allow districts and OSPI to securely upload documentation as well as download summary information.</p> <p>Typically, the incidents that require the Contractor’s help desk or OSPI support are:</p> <ul style="list-style-type: none"> <li>• Reopen a test.</li> <li>• Invalidate a test.</li> <li>• Reset a test.</li> <li>• Restore a test.</li> <li>• Reassign a test.</li> </ul>
SB.11.H	“Off-grade” testing	N/A
<b>SB.12</b>	<b>Data Management</b>	<p>Before, during, and after each operational administration of the Smarter Balanced Assessment, Contractor will provide for data processing and data verification activities by OSPI staff that is in accordance with the requirements described in Exhibit N: Data Management Series for existing OSPI data management rules, processes, and specifications.</p> <p>Bidder’s solutions to student data management must address in detail how interaction with OSPI’s current data system will be seamlessly integrated. Bidder’s solution will avoid the need for OSPI to develop workarounds.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for data management systems within vendor’s system and which configuration settings are customizable by OSPI.</p>
SB.12.A	Pre-Identification (Pre-ID) System	<p>For all summative assessments, Contractor will collaborate with OSPI to set the pre-identification business rules through which student enrollment information linked to expected assessment participation will be exchanged. Contractor’s pre-identification system must be compatible with OSPI’s Student Information System (SIS) plus accommodate data as defined by state’s data specifications document, as applicable. OSPI will have final approval of the business rules established for each administration year. See Exhibit N: Data Management Series for file layouts.</p>

ID No	Task	Requirement
		<p>Contractor and OSPI staff will meet prior to each administration year to establish applicable business rules and set schedules for exchange of pre-identification and other enrollment information per the business rules supporting the applicable assessment.</p> <p>Contractor will guarantee collaboration for the inclusion of OSPI updates to the pre-identification/enrollment information (accounting for new or transfer students) and post-testing student file clean-up.</p> <p>Contractor's pre-identification systems must provide the state and LEAs with the ability to generate pre-identification rosters sorted by school district, building, grade level, or classroom teacher.</p> <p>At a minimum, Contractor's pre-identification system must support data collection and disaggregation that is consistent with state's data management rules.</p> <p>If necessary to meet state or federal requirements, Contractor will provide state with the ability to add additional data elements, at no additional cost.</p> <p>Bidder's proposal will provide system specifications and identify the configuration for Pre-ID systems within vendor's system and which configuration settings are customizable by state.</p>
SB.12.B	Data Management (Record Reconciliation)	<p>Contractor will establish procedures, in concert with OSPI, to provide LEAs the opportunity to reconcile discrepancies in the collected student file prior to release of reports. The procedure would allow an early look at the General Research File (GRF) post-testing, but possibly prior to consolidation of scores, to ensure all students are accounted for and with the correct information.</p> <p>For all assessments, Contractor will make available to schools, within five (5) business days of receiving approval of the GRF from OSPI, an electronic display of individual student performance.</p>
SB.12.C	Score Files	<p>Contractor will collaborate with OSPI on final review and approval of the score file prior to acceptance by the state. Upon OSPI approval of the final score file, Contractor will produce Family Score Reports (see SB.14.B below).</p>

ID No	Task	Requirement
SB.12.D	Data Analytics/Forensics	<p>Contractor will provide estimates for conducting post-testing forensic procedures, following each administration, and provide analysis on collected data associated with response patterns at the student, classroom, school, and school district levels for purposes of identifying possible testing irregularities.</p> <p>Proposals must include forensic procedures conducted during testing to monitor student testing behaviors and detect testing irregularities including, but not limited to, student cheating, students taking too little time to answer test items, and student use/enabling of Universal Tools, Designated Supports, and Accommodations during testing. This is in addition to monitoring done during testing to detect Sensitivity Papers. Contractor would be responsible for providing a report post-administration on such procedures, in a format and at a level of detail to be jointly determined by Contractor and OSPI.</p> <p>These analyses must meet state requirements for Peer Review submission.</p>
<b>SB.13</b>	<b>Scoring</b>	<p>Following each summative administration of the Smarter Balanced, Contractor will fulfill scoring activities in accordance with the requirements described in this RFP.</p> <p>Contractor’s scoring processes will allow remote access by OSPI staff to view and run Washington-specific reports at any time during the scoring process, and/or participate in scoring, and/or monitor scorers, if necessary. Contractor must provide OSPI staff access to summative hand-scoring analytics to include but not limited to inter-rater reliability, validity paper scoring consistency, and score and condition code distribution during the scoring window. OSPI staff will also have the right to visit Contractor’s scoring facilities and attend all training sessions for scorers and scoring sessions.</p> <p>The Contractor’s process for scoring summative test items must incorporate adequate quality assurance checks to ensure accuracy of student scores.</p> <p>Selected Response Items – Contractor will provide electronic scoring of selected-response items on all summative and interim assessments.</p>

ID No	Task	Requirement
		<p>Technology-Enhanced Items – Contractor will provide hand-scoring, automated scoring, or a combination of the two, for all technology-enhanced items.</p> <p>Constructed Response Items – Contractor will provide human-rater hand-scoring for all summative constructed response items.</p> <p>Contractor will be responsible for providing a scoring system that local educators can use to score interim constructed response items.</p> <p>Performance Tasks – Contractor will provide human-rater hand-scoring for all operational summative performance tasks. Contractor must provide automated, electronic scoring for all field test ELA Performance Task full write (WER items) such that writing trait scores can be presented in a scoring system for all students taking a field test ELA Performance Task. In this way, reports for students who received a field test ELA Performance Task would have the same information in the scoring system as students who receive an operational summative ELA Performance Task. The scores from the automated, electronic scoring of field test ELA Performance Tasks will not contribute to the student’s overall score, as described in the Smarter Balanced <a href="#">Enhanced CAT Blueprint for Students Participating in the Embedded Field Test of Performance Tasks</a> document, also referenced in Exhibit M: Smarter Balanced Resources. For interim assessments, Contractor may provide automated, electronic scoring of interim ELA performance task full write (Writing Extended Response items) as preliminary scores that, within a Contractor’s scoring system for interim items, local educators can either confirm or change.</p> <p>Throughout all scoring processes Contractor will provide necessary security measures to ensure protection of individual student data and integrity of the items and scoring materials. In addition, Contractor’s electronic data collection, storage, and transmittal systems and any electronic systems used in scoring must be sufficiently protected from natural disaster.</p>



ID No	Task	Requirement
		<p>Contractor’s scoring process will incorporate, where applicable, OSPI’s established data specifications document (see Exhibit N: Data Management Series) to ensure accuracy of data. Should any questions regarding the scoring of student responses develop during the scoring process, OSPI will be allowed to review the unexpected student response with Contractor.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for scoring systems within vendor’s system and which configuration settings are customizable by state.</p>
SB.13.A	Machine-Scoring	<p>Machine scoring is a purposeful design expectation of state assessments that is consistent with selected response (e.g., multiple choice) items and specific technology enhanced items (items that are not multiple choice but allow for programming to recognize correct and incorrect responses).</p> <p>Bidder’s proposal is to provide evidence certifying overall accuracy and efficiency in scoring items as intended and consistent with the design intent of the assessment.</p>
SB.13.B	Hand-Scoring	<p>For all hand-scoring processes, Contractor will demonstrate, to OSPI’s satisfaction, compliance with established hiring standards for all scorers and validate that the established hiring standards are consistent with accepted industry norms. Hand-scoring processes must include technically sound methods of training and qualifying scorers. Training materials for all scoring activities must be approved by the state agency at least one month prior to the beginning of scoring.</p> <p>Contractor’s hand-scoring process will incorporate ongoing checks for and controls against scorer error. Contractor must provide state staff access to hand-scoring analytics to include but not limited to inter-rater reliability, validity paper scoring consistency, and score and condition code distribution during the scoring window.</p> <p>Contractor’s hand-scoring process will provide for a minimum of a total of 15 percent blind double reads across all constructed-response, performance tasks, and hand-scored technology items. In addition, Contractor’s hand-scoring process will provide for ongoing read-behinds by experienced personnel and any necessary retraining to ensure scorer accuracy. At a minimum, Contractor will ensure the following agreement rates for each scoring event:</p>

ID No	Task	Requirement		
		Score Point Range	Exact Agreement Standard	<p data-bbox="667 542 1915 613">Should Smarter Balanced specify more stringent agreement rates for hand-scoring, Contractor will adhere to those requirements.</p> <p data-bbox="667 659 1915 1003">Contractor will complete the scoring of all assessments administered online (including selected response, constructed response, performance, and technology items) within a 10 business-day turnaround to support electronic reporting of individual student results to LEAs. Contractor’s systems will provide LEAs and OSPI the ability to specify a window for testing. This ability will be flexible to allow different windows for different schools within a district as well as district and statewide. This ability will also be flexible to allow different windows for each interim and each CAT and PT components of each summative test. Student responses will be available to Contractor for scoring immediately upon the student completion of the test component. The scoring/reporting turnaround time begins when student responses, for a completed test, are submitted for scoring.</p> <p data-bbox="667 1049 1915 1198">The 10 business-day turnaround requirement will also apply for paper-pencil submissions, beginning when the Contractor receives and scans all materials. The agency would expect that shipment of paper-pencil assessment will be tracked in near real-time and that scanning procedures would take no more than three (3) business days.</p> <p data-bbox="667 1243 1915 1354">Contractor will keep OSPI staff updated via weekly calls and/or emails on the status of scoring. Any delays or anticipated delays of score results beyond the 10 days being produced due to hand-scoring must be communicated to OSPI as soon as known.</p>
		0-1	80%	
		0-2	70%	
		0-3	70%	
		0-4	60%	

ID No	Task	Requirement
		Bidder's proposal will provide system specifications and identify the configuration for hand-scoring systems within vendor's system and which configuration settings are customizable by state.
SB.13.C	Automated Electronic Scoring	<p><u>Interim ELA</u>. Contractor may provide automated, electronic scoring of interim ELA performance task full write (WER items) as preliminary scores that, within a Contractor's scoring system for interim items, local educators can either confirm or change.</p> <p><u>Field Test ELA</u>. Contractor must provide automated, electronic scoring for all field test ELA Performance Task full write (WER items) such that writing trait scores can be presented in a scoring system for all students taking a field test ELA Performance Task. In this way, reports for students who received a field test ELA Performance Task would have the same information in the scoring system as students who receive an operational summative ELA Performance Task. The scores from the automated, electronic scoring of field test ELA Performance Tasks will not contribute to the student's overall score, as described in the Smarter Balanced <a href="#">Enhanced CAT Blueprint for Students Participating in the Embedded Field Test of Performance Tasks</a> document (refer to Exhibit M: Smarter Balanced Resources).</p> <p>Contractor's automated electronic scoring system must demonstrate the ability to identify and flag writing trait results. The system must also have the ability to differentiate whether the writing trait scores come from a field test or an operational Performance Task Full write (WER) item. Specifics of that differentiation would be mutually negotiated between the Contractor and OSPI (and Smarter Balanced if appropriate) including transfer and method (i.e., which message would appear in a reporting system to identify these writing trait scores as coming from a field test Performance Task).</p> <p>Contractor's proposal will provide documentation that supports the process of using automated scoring for the interim ELA performance task full write (WER items) and the field test ELA Performance Task full writes (WER items). The protocol for scoring will incorporate procedures to ensure that scores assigned electronically are consistent with scores that would be assigned using</p>

ID No	Task	Requirement
		<p>human-rater hand-scoring procedures and include evidence that electronic scoring meets or exceeds the accuracy observed by human-rater hand-scoring.</p> <p><u>Summative Automated Scoring.</u> OSPI is interested in exploring automated scoring for summative tests items where students type a text-based response, in both ELA and mathematics, including the ELA performance task full write (WER items). Automated scoring, and any supporting applications or systems, are not a requirement of this solicitation. Bidders may include automated scoring of summative items in their proposal as an optional alternative. Any Contractor costs associated with automated scoring for constructed response items on summative tests should be indicated in Exhibit K: Cost Summary. Bidders that propose using automated scoring will provide documentation that supports the process of using automated scoring. This must include a protocol to ensure that scores assigned by automated scoring are consistent with scores that would be assigned using human-rater hand-scoring procedures and evidence that automated scoring meets or exceeds the accuracy observed by human-rater hand-scoring. If automated scoring is implemented for Smarter Balanced ELA and/or mathematics testing, Contractor will conduct scoring monitoring during the use of automated scoring and provide access for OSPI staff to monitor that scoring process as well. Bidders will also provide communication materials designed to inform stakeholders including, but not limited to, state and local policy makers, school and district administrators, classroom teachers, families, and students on the use, efficacy, rationale, etc. of automated scoring for summative tests.</p> <p>OSPI will review and concur with findings within the documentation before automated scoring may be used for OSPI's programs.</p> <p>Bidder's proposal will provide system specifications and identify the configuration for automated electronic scoring systems within vendor's system and which configuration settings are customizable.</p>
<b>SB.14</b>	<b>Reporting</b>	<p>Bidder's proposal will detail fulfilling the reporting specifications identified in the open-source Smarter Balanced Reporting System (SRS) and will explain how the Bidder will implement the requirements described in section SB.14.A below as well as the specifications detailed on the</p>

ID No	Task	Requirement
		<p><a href="#">Smarter Balanced Service Provider Support</a> website. The site provides resources and materials supporting Contractors working to implement Smarter Reporting.</p> <p>Bidders are welcome to also propose a proprietary reporting system, as described in sections SB.14.B and SB.14.C below, detailing how it will meet this RFP’s identified needs. Proposals that include a proprietary reporting system will include specifics on the risks and benefits of that solution.</p> <p>Final determination of the reporting solution to be used will be at the sole discretion of OSPI and will be established during contract negotiations.</p> <p>For proposal purposes, Washington intends to use the adjusted blueprint and the grades 3, 4, 5, 6, 7, 8, and 10 cut scores for summative testing, as determined by the Smarter Balanced consortium. Washington has defined Washington-specific <a href="#">Achievement Level Descriptors</a> for reporting.</p> <p>Online Reporting systems must provide student participation and performance data displays and reports on interim and summative tests for state staff, school and district staff, and families. Reports are tailored to the intended audience, usually by user role. Data displays and reports are available on both individual students and student groups, unless otherwise noted. Participation and performance data displays and reports include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Identifying student information.</li> <li>• Scale scores.</li> <li>• Achievement levels.</li> <li>• Standard error of measure (SEM) (with the ability to suppress SEM for Family Reports).</li> <li>• Targets (student group only).</li> <li>• Claims.</li> <li>• Writing traits for ELA full writes.</li> <li>• Interim administration counts for each interim at the statewide, district, and school levels.</li> <li>• Results by item (interims only), including:</li> </ul>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>○ For multiple-choice and multiple-select, which option(s) did the student select, i.e., a distractor analysis report.</li> <li>○ For hot text, which word(s), phrase(s), sentence(s) did the student select.</li> <li>○ For TE items (including fill-in table, EQ, matching table), what did the student enter.</li> <li>○ For short-answer and full write items, what did the student type.</li> <li>● Descriptive and results-interpretation text that describe and support the interpretation of student score results within the context of state testing.</li> <li>● Longitudinal student performance.</li> </ul> <p>Contractor will be responsible for producing Braille and Large Print Family Reports upon request by OSPI.</p>
SB.14.A	Implementing SRS	<p>Proposals will indicate how the bidder’s system supports OSPI’s use of the Smarter Reporting System. Proposals will identify costs and timeline(s) associated with supporting OSPI’s use of the Smarter Reporting System.</p> <p>Proposals will identify any risks associated with bidder’s systems supporting OSPI’s use of the Smarter Reporting System as well as strategies the bidder could take to mitigate such risks. For example, acknowledging the frequency and timing of Smarter Balance global maintenance downtimes.</p> <p>Proposals must describe how the bidder’s systems complies with industry-standard practice for privacy of student test results transferred to and displayed within the Smarter Reporting System.</p>
SB.14.B	Proprietary Reporting System	<p>If bidder’s proposal includes the use of a proprietary system, the proposal must provide sufficient documentation and examples of the proposed reporting system for OSPI to determine the functionality and features of that system. For a proprietary reporting system, the bidder’s proposal must:</p> <ul style="list-style-type: none"> <li>● Include system configurations, specifications, and support documentation (e.g., user guides) for each component system within the bidder’s system.</li> </ul>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• Identify the available level(s) of users. Proposals will identify the configuration, by user role/type, for access to data displays and reports and to creating student groups (if possible, within the bidder’s proposed system).</li> <li>• Include examples of available data displays and reports from the reporting system for both interim and summative assessments. Details should include which data displays are available within the reporting system and which reports can be exported or printed from the system, including the format of export and printing. Identify which elements of the data displays and reports are customizable. In addition, Proposals must highlight reports that are specifically designed to communicate student test results to families (hereafter referred to as “Family Report”).</li> <li>• Identify translation options for data displays within the reporting system and translation options for exported/printed reports from the system. Include whether the translation options are “on-demand” or “static” translations; if that varies by data display, report, or parts of those data displays or reports, proposals should identify that variability.</li> <li>• Include risks and benefits of the proprietary solution.</li> <li>• Include implementation costs.</li> <li>• Indicate if student group Claim scores for summative tests can be reported without the need to report individual Claim scores on those summative tests. If that reporting is not currently possible, proposals will include a plan, that may include a psychometric evaluation, and timeline for reporting Claim results for student groups without the need to report Claim results for individual students.</li> <li>• Indicate if student-response data displays and reports for interim tests include item-level response information, such as: <ul style="list-style-type: none"> <li>○ For multiple-choice and multiple-select, which option(s) did the student select, i.e., a distractor analysis report.</li> <li>○ For hot text, which word(s), phrase(s), sentence(s) did the student select.</li> <li>○ For TE items (including fill-in table, EQ, matching table), what did the student enter.</li> <li>○ For short-answer and full write items, what did the student type</li> </ul> </li> </ul> <p>Proposals will identify if reports with this level of information can be exported/printed and the format in which they are exportable/printable. If reports providing this level of response</p>

ID No	Task	Requirement
		<p>information are not currently available or cannot currently be exported/printed with that level of information, proposals will include a cost and timeline for developing the reports and export/print functionality.</p> <ul style="list-style-type: none"> <li>• Identify flexibility to use the proprietary reporting system for additional content areas beyond ELA and mathematics.</li> <li>• Include a plan to import historical summative data from spring 2022, spring 2023, and spring 2024 into the bidder’s proprietary reporting system. The specifics of the data file to be imported would be established during the planning for the spring 2025 administration.</li> <li>• Demonstrate the ability to embargo summative test results until such time that OSPI staff determine they are appropriate to release. Demonstrate flexibility available in releasing that embargo, with the ideal being that results for individual content areas at individual grade levels can be released from embargo individually. For example, OSPI could release grade 10 mathematics results without having to release any other grade-level mathematics results and without having to release grade 10 ELA results. Additionally, it is ideal if results for individual students can be released separately from student-group, aggregate results.</li> </ul> <p>If the proposed proprietary reporting system has an interpretive guide, bidders will include that in their proposal. Bidders will identify which aspects of the interpretive guide are customizable by OSPI. If no such interpretive guide exists, proposals will identify what, if any, modifications to the proposed reporting system would be needed for OSPI to load an OSPI-developed interpretive guide into the reporting system.</p> <p>Online reporting systems must comply with industry-standard practices for the privacy of student test records, including but not limited to allowing access to student test records only to the appropriate school and district staff. Proposals must describe how the bidder’s proprietary reporting system maintains the privacy of student test results. Situations common in Washington that may be specifically addressed in the proposal may include:</p> <ul style="list-style-type: none"> <li>• School and district staff only have access to student test results, including test results from previous years, for the times that the student is enrolled in their school or district (e.g., for a student who takes an interim test in School A, moves to School B and takes a summative</li> </ul>



ID No	Task	Requirement
		<p>test in School B, educators in School A should only have access to the student’s interim test (taken in School A) and not have access to the summative test results (taken in School B). However, educators in School B should have access to both the student’s interim results taken in School A as well as the summative results taken in School B).</p> <ul style="list-style-type: none"> <li>• Allow for dual-enrolled students (i.e., students who are enrolled in two different schools and/or districts simultaneously) to have their test results seen by educators in both school and/or district in which the student is enrolled (clarification: this is different than the previous bullet which describes a student who is only enrolled in a single school and district at a time, not dual enrolled).</li> <li>• Teachers only have access to their classroom student’s historical test results up to, not beyond, the current school year (i.e., a 5th grade teacher can see 3rd, 4th, and 5th grade test results for their 5th grade students, both while the student is in 5th grade as well as after the student has moved on to 6th grade and beyond. But that 5th grade teacher cannot see that student's 6th grade and beyond test results).</li> </ul> <p>Each year Contractor will coordinate with OSPI to produce up to four (4) Sample Family Reports for different grade levels/content areas. The sample reports will be ADA accessible and ready for OSPI or Contractor to post publicly on either an OSPI webpage or Contractor’s Portal no later than June 1. These Sample Family Reports will adhere to the same specifications as the Family Reports accessible by school and district staff within the proprietary reporting system.</p> <p>Contractor and OSPI will collaborate on a yearly UAT cycle of every system within the Contractor’s reporting system. Proposals should include a proposed schedule for UAT of all bidder’s proprietary systems related to reporting; the specifics of the UAT schedule will be established collaboratively with OSPI.</p>
SB.14.C	Reporting Add-ons	<p>OSPI is open to other options for Family Reports beyond a printable report (e.g., videos). Bidders may include those additional options in their proposal.</p> <p>OSPI invites bidders to propose a family portal solution that would allow for the secure transmission of static and/or personalized video Family Reports, as well as other assessment-</p>

ID No	Task	Requirement
		<p>related family information, directly from the Contractor to individual families. Proposals should include detailed information about how student test result and identifying information security is managed and maintained within such a family portal solution.</p> <p>Bidder’s may also propose a family-focused resource that is non-secure or does not rely on secure individual student-identifying information. For example, a portal that has a video that is the same for all students who have similar overall test performance that can be shared with families.</p> <p>All videos created under contract for OSPI must follow the <a href="#">OSPI Videography Style Guide</a> and become the property of OSPI. Bidder’s cost proposal must include all associated costs for state consideration.</p>
SB.14.D	Psychometrics	<p>Contractor will provide technical documentation to support OSPI’s case for the validity and reliability of test scores and fairness of testing.</p> <p>Contractor will provide all psychometric leadership and support necessary to complete required scoring and reporting as required.</p> <p>In many instances, psychometric input for technical reporting may be a shared responsibility between Contractor and Smarter Balanced.</p> <p>Contractor will be responsible for the psychometric quality of each Smarter Balanced administration and provide necessary activities and analyses, such as a sampling procedure for Performance Tasks and field testing, individual test form assembly in the CAT section, scoring, and reporting as required. In addition, the Contractor will provide psychometric support for the following specific research services:</p> <ul style="list-style-type: none"> <li>• Contractor will provide evidence of validity of any allowable accommodations.</li> <li>• Contractor will provide reliability assurances and documentation on content validity of the assessments.</li> </ul>

ID No	Task	Requirement
		<p>Contractor will be responsible to support two (2) OSPI-requested psychometric studies during each year of the contract, at the direction of OSPI. These psychometric studies are to support purposes such as:</p> <ul style="list-style-type: none"> <li>• Greater transparency of how test results are generated, such as the impact of the CAT and PT portions on overall test results.</li> <li>• Greater data and understanding of student learning as measured by state tests.</li> <li>• Information to inform possible changes to the test program.</li> <li>• Supporting Peer Review submissions.</li> </ul> <p>Bidder’s proposal should provide examples of studies that might support these purposes. OSPI and Contractor would jointly collaborate to determine which studies to conduct each year and the actual costs, staff support, and timelines for each.</p>
SB.14.D.1	Scaling	<p>OSPI is following the scaling processes established through Smarter Balanced. As part of any proposal, Bidder will acknowledge applying the current scaling model to ELA and mathematics assessments, as well as accept incorporation of any adjustments to the scaling model, at no additional cost, should such changes be identified by Smarter Balanced and accepted by state.</p>
SB.14.D.2	Growth Reporting	<p>Growth measures, and any supporting applications or systems, are not a requirement of this solicitation, and will not be part of the selection process for award of contract. If Bidder has tools or applications that could be used as part of growth measure activities, OSPI welcomes Bidder to make such tools and applications part of their proposal, but solely as optional items that OSPI may consider for inclusion in the contract award. Contractor costs associated with growth reporting should be indicated in Exhibit K: Cost Summary. Such tools or applications must be consistent with the design and intent of the assessment, as determined by OSPI and Smarter Balanced.</p>
SB.14.D.3	Technical Reporting	<p>Technical reports will be required for each summative administration year. The state’s technical reports will provide details of the current year’s participant data and item statistics (as applicable), the applied administration and scoring procedures, and, as applicable, procedures for determining achievement level descriptors (ALDs), inclusive of the ALD definitions, or a synopsis of earlier determination of applicable achievement level descriptors. The technical report must include a narrative description of summative test selection (where applicable), as well as data to support the technical integrity of the summative assessments.</p>

ID No	Task	Requirement
		<p>At a minimum, the Contractor's technical reports must provide all technical data consistent with the <i>State's Guide to the U.S. Department of Education's Assessment Peer Review Process and the Standards for Educational and Psychological Testing</i>, published jointly in 2014 by the American Educational Research Association, the American Psychological Association, and the National Council on Measurement in Education.</p> <p>Contractor will deliver an annual technical report that includes, but is not necessarily limited to details addressing, as applicable:</p> <ul style="list-style-type: none"> <li>• Test blueprint and specifications.</li> <li>• Item development and assessment construction processes.</li> <li>• Field testing procedures, sampling methodologies, and resulting data.</li> <li>• Scaling and equating methodologies.</li> <li>• Information pertaining to content and bias reviews.</li> <li>• Item statistics.</li> <li>• Student participation.</li> <li>• Student assignment of embedded and non-embedded supports.</li> <li>• Student use of embedded supports.</li> <li>• Reliability and validity measures.</li> <li>• Quantitative and qualitative readability indices.</li> </ul> <p>Specific technical information for summative assessments will also include:</p> <ul style="list-style-type: none"> <li>• Determination that decisions regarding student skills and abilities that are based on the results of the assessments are consistent with the purposes for which the assessments were designed.</li> <li>• Determination that item interrelationships are consistent with the test's framework.</li> <li>• Determination that the test and item scores are related to internal or external variables as intended.</li> </ul>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• Documentation of reliability of test scores and conditional standard error of measurement. The accuracy and consistency of student classifications at each and combined achievement levels.</li> <li>• Evidence of generalizability for all relevant sources, including variability of groups, internal consistency of item responses, variability among schools, consistency from test form to test form, and inter-rater consistency in scoring.</li> <li>• Documentation that accommodations for students with disabilities yield valid and reliable scores.</li> <li>• Documentation of student testing metrics, including but not limited to student testing times (including overall time, CAT time, and PT times), student participation counts, and accommodations assignment to and usage by students. These metrics will be presented for both the entire student population at each grade level as well as disaggregated out by student groups at each grade level.</li> <li>• Classical statistical analysis including, but not limited to, Scale Scores, Achievement level summaries, and graduation pathway achievement. These analyses will be presented for both the entire student population at each grade level as well as disaggregated out by student groups at each grade level.</li> <li>• Documentation that accommodations for English Language Learners yield valid and reliable scores.</li> <li>• Documentation of steps to ensure fairness in development of assessments (to include bias review, differential item functioning analysis, and impact statistics) relative to all subgroups.</li> <li>• Documentation of consistency of test forms over time.</li> <li>• Documentation of consistency in scoring of assessment items.</li> <li>• Technical support for combining scores of students with disabilities who have been administered assessments with accommodations with those of students who have taken the assessments under standard conditions.</li> <li>• Technical support for combining scores of English Language Learners who have been administered assessments with accommodations with those of students who have taken the assessments under standard conditions.</li> <li>• A very brief statement at the end of each chapter summarizing the work described.</li> </ul>

ID No	Task	Requirement
		<p>In many instances, input for the technical report may come from Smarter Balanced.</p> <p>By December 1 of each completed administration year, Contractor will provide state with an electronic copy of the technical report for the previous year’s test administrations, with rollover revisions, for OSPI review. Revisions will be managed through rounds of review between OSPI and Contractor, a schedule for which will be jointly developed by OSPI and Contractor and managed by Contractor. Contractor will be responsible for applying requested updates from state. No later than subsequent February 1, a final copy of the report will be provided to OSPI by Contractor. OSPI holds final approval of technical report.</p>
SB.14.E	General Research File	<p>Contractor will provide the state with a General Research File (GRF) following each assessment administration window. For the Spring summative assessments, Contractor will provide final GRFs for the applicable assessments by July 1 (or the preceding business day if July 1 falls on a weekend). Data will be in a fixed record length text file or comma separated value (CSV) file. Data will be provided in accordance with the state’s approved data specifications document as described herein, refer to Exhibit N: Data Management Series.</p> <p>As part of the data transfer to OSPI, Contractor will provide actual test counts for an administration broken out by content and grade.</p>
SB.14.F	Request to View	<p>Contractor will support OSPI in providing parents/guardians/family access to view applicable student records consistent with the Family Educational Rights and Privacy Act (FERPA). Contractor will devise secure electronic processes to present, upon request, student responses to administered tests for parent review.</p> <p>Reviews will occur at the local district location, conducted by district staff. Contractor’s system must be intuitive enough to be navigable by district staff in support of this review. Proposal must describe how secure information for access and viewing of student tests will be provided to and accessed by district staff. Proposal must include guidance for district staff to manage the viewing system, and Contractor must coordinate with state staff to update said guidance as needed.</p>

ID No	Task	Requirement
		<p>OSPI will approve processes and will work with Contractor to construct an accompanying timeline to fulfill viewing requests. The established timeline must include the FERPA requirement for responses to parents within 45 days of receipt of the request (by the parent or family).</p> <p>The Contractor will create a package to electronically send to the District Test Coordinator (DC) with the following materials:</p> <ul style="list-style-type: none"> <li>• Cover memo (personalized to include requestor information).</li> <li>• RTV Guidelines.</li> <li>• Viewing System Guidelines.</li> <li>• Requestor Certification Form.</li> <li>• Scored Response Summary for each test requested.</li> <li>• Secure test booklet digital image (for paper tests only).</li> </ul> <p>Refer to OSPI <a href="#">Guidelines for Access to Student Assessment Material for the Washington Comprehensive Assessment Program</a> for additional information.</p>
SB.14.G	Score Appeals	N/A
<b>SB.15</b>	<b>Interim Assessments K–12</b>	<p>OSPI provides interims to all K–12 students as provided by Smarter Balanced.</p> <p>Contractor will host and deploy the Smarter Balanced interim assessments through Contractor’s test engine. By September 15 of each year interim assessments will be available for on-demand administration and will be available for school district until the end of June each year.</p> <p>For the purpose of this RFP, the bidder should estimate 85,000 student per grade level. The estimates are not to be construed as guarantees to actual student volume.</p>
SB.15.A	Interim Assessment Delivery	Interim assessments should be delivered via the same secure browser as summative assessments; this allows the availability of the same suite of supports and accommodations on interim assessments as provided for summative assessments.

ID No	Task	Requirement
		<p>Additionally, interims should be available to administer via a non-secure, likely web-browser based solution that—as with the secure browser administration—allows all steps up to and including reporting results for interims in the Smarter Reporting System or bidder’s proprietary reporting system. This web-browser based solution would support the remote administration of interims. Note: remote administration of summative is not allowed per state policy so it is not requested in this RFP.</p> <p>Contractor’s delivery system will:</p> <ul style="list-style-type: none"> <li>• Include all the item functionality allowed within Contractor’s test engine and be consistent with the summative assessment experience as previously described, inclusive of embedded accessibility features.</li> <li>• Include all the item functionality allowed within Contractor’s test engine and be consistent with the summative assessment experience as previously described, inclusive of embedded accessibility features.</li> <li>• A hand-scoring system whereby local school or district educators can view and hand-score student responses to open-ended interim items. This is to include the ability to provide preliminary automatic (machine scored) scores to ELA Performance Task full writes (WER items) that local school or district educators can confirm or change.</li> <li>• If Contractor’s proposal includes a proprietary reporting system, system will provide the school district with individual student scores. Individual student and aggregate reports will include: <ul style="list-style-type: none"> <li>○ A scale score and achievement level.</li> <li>○ Individual item analysis report that shows how students performed on each item by score point, including a distractor analysis report that shows which option(s) student selected for all multiple-choice and multiple-select items.</li> <li>○ Aggregate reports including classroom, building and school district summary reports, and roster reports.</li> <li>○ Contractor will report students’ scores on interim assessments to school districts only (no state-level aggregations will be required).</li> </ul> </li> </ul>



ID No	Task	Requirement
		<p>Additionally, Contractor’s proposal should include an optional Interim item viewing feature for teachers/administrators to use prior to student interactions with the interim assessments. Interim viewing application must have ability to view item-level data (claim, target, correct answer, difficulty, depth of knowledge or DOK, standards alignment, etc.) at the same time as viewing the item prior to administering to students.</p> <p>Contractor’s delivery of interim assessments will include a portal for school districts that provides user logins and menus, with appropriate information control by user type (role) for system users including administrators at the state, school district, building, and classroom teacher levels.</p> <p>Administration of interim assessments should be clearly differentiated within Contractor’s system from administration of summative assessment to preclude user confusion over which assessment instrument is being selected for administration. Proposals should describe the measures in place to support educators in administering the correct assessment and/or avoid administering the incorrect assessment. Additionally, Contractor’s system should allow, or describe how the system will be updated to allow, flexibly “turning off” access to interim assessments by state or local users for specific time periods during the year (e.g., making interims unavailable for administration during part or all of the summative test window).</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for interim administration systems within vendor’s system and which configuration settings are customizable by OSPI.</p>
SB.15.B	Interim Assessment Reports	<p>The Contractor’s reports must provide interpretive information for users. Additionally, performance information on interim assessments, identifiable to specific students, whether individually reported or in the aggregate, is needed at school- and district-level, only.</p> <p>If the bidder is proposing a proprietary interim viewing, scoring, reporting system, the proposal must include details of whether the proposed system has the following functions within that system and, if the functionality exists, the specifications, configurations, and allowable modifications for:</p>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• Interim item-level viewing by teachers/administrators.</li> <li>• Interim item-level, student-response viewing by teachers/administrators and functionality to pull an extract with responses/results.</li> <li>• At the state-user level: visibility around interim usage (number of students participating, number of interim tests student has accessed, specify which interims student have used) by school and district. This may be a component of any of bidder's systems, not necessarily the interim reporting.</li> <li>• At the school- and district-user levels: visibility of response details per item type and ability to extract interim response details from reporting system. Examples include: <ul style="list-style-type: none"> <li>○ For multiple-choice/multiple-select, which option(s) did the student select.</li> <li>○ For hot text, what word(s), phrase(s). sentence(s) did the student select.</li> <li>○ For constructed response, what did the student type.</li> </ul> </li> <li>• Reportable data at the state- and district-level of student responses to selected response or machine-scoreable items to allow distractor analyses across varying student groupings.</li> <li>• The ability to include and resources and links within the system, such as: <ul style="list-style-type: none"> <li>○ Links to Connection Playlists within the Smarter Balanced Tools for Teachers (which would require an SSO wherein the educator, through their log in to the bidder's interim reporting system, would be able to navigate to Tools for Teachers through the provided links without need to sign in to Tools for Teachers again).</li> <li>○ Ability of school or district users to upload resources (either as documents or as a link to an external resource) for access by staff within that school or district.</li> </ul> </li> </ul> <p>For the Smarter Reporting System, proposals will detail how Contractor's system does or will meet the requirements to transfer interim results data to the Smarter Reporting System.</p>
SB.15.C	Interim Assessment User Interface	The Contractor will provide a methodology for school districts to administer interim assessments on-demand to all students.

ID No	Task	Requirement
		<p>Proposals will include sufficient information to describe their interim assessment user interface system(s). At minimum, proposals must include:</p> <ul style="list-style-type: none"> <li>• User guides, help guides, etc. for all systems.</li> <li>• The user roles used within the system(s).</li> <li>• Actions different user roles can take in the system(s) related to users in the system, including the management of themselves and other users within the system.</li> <li>• Actions different user roles can take in the system(s) related to students in the system, including management of student test accessibility settings.</li> <li>• Data and reports different users can access.</li> </ul> <p>Bidder’s proposal will provide system specifications and identify the configuration for interim user interface systems within Contractor’s system and which configuration settings are customizable by state.</p>
SB.15.D	Interim Assessment Test Engine	<p>Contractor’s test engine will provide for local scoring and reporting of interim assessments within 24 hours of test completion. This includes the system’s automatic (machine) scoring of applicable items, as well as any hand-scoring by teachers of constructed response or other such items.</p> <p>For the Smarter Reporting System, proposals will detail how Contractor’s system does or will meet the requirements to transfer interim results data to the Smarter Reporting System.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for interim assessment test engine systems within Contractor’s system and which configuration settings are customizable by state.</p>
SB.15.E	Interim Assessment Technology, Training, and Customer Support Services	<p>The technology requirements for online administration of interim assessments will not exceed those established for online administration of summative assessments. Contractor will be responsible for providing system training and customer service support to school districts and OSPI. Training will include an online recorded training that is available to educators at all times. Additionally, Contractor will provide the necessary training materials to guide local scoring activities and entering local scores into the system for reporting.</p>

ID No	Task	Requirement
		<p>Contractor will collaborate with OSPI and Smarter Balanced in the development of training materials and user guides including, but not necessarily limited to:</p> <ul style="list-style-type: none"> <li>• A System User’s Guide that fully details the functionality of the online testing system for a user in a school district.</li> <li>• A System Infrastructure Guide that details the minimum and recommended technical specifications and configurations needed to successfully access the interim assessment system.</li> <li>• A System Training Workbook that provides step-by-step details for completing the most commonly needed tasks in the interim assessment system.</li> <li>• System Update Notifications that detail the specifics of newly deployed system changes.</li> </ul> <p>The Contractor’s Customer Support services will be available via a toll-free telephone number, instant messaging, and email from 6:00 a.m.–6:00 p.m. (PT), Monday through Friday, with the exception of <a href="#">state holidays</a>.</p>
<b>SB.16</b>	<b>Tools for Teachers</b>	<p>Contractor will provide procedures for establishing users access to Smarter Balanced Tools for Teachers and will manage the means to track and implement individualized access to Tools for Teachers. All user roles will have access to Tools for Teachers. Contractor must also demonstrate they have or can create a role that only has access to Tools for Teachers.</p>
SB.16.A	Tools for Teachers Single Sign-On	<p>The proposal will include the Bidder’s detailed solution to provide Single Sign-On (SSO) functionality for user to access through the Smarter Balanced Tools for Teachers such that a user is not required to use multiple login credentials to access the totality of tools and features within the comprehensive state assessment program.</p>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• The proposal will detail the benefits and drawbacks for using the Smarter Balanced suggested single sign-on system structure, or a proprietary Bidder solution provided to Smarter Balanced to integrate into the Smarter Balanced system. Refer to Exhibit M: Smarter Balanced Resources for Smarter Balanced specifications to support accomplishing either solution approach.</li> <li>• Contractor is responsible for coordinating a single sign-on solution with Smarter Balanced.</li> <li>• The SSO must include the means of connections between and within the vendor’s interim testing system with Tools for Teachers resources and identify which connection elements are configurable by the state.</li> </ul>
<b>SB.17</b>	<b>Supporting Services</b>	<p>All meetings, inclusive of the kick-off and annual planning meetings, the Contractor will:</p> <ul style="list-style-type: none"> <li>• Propose Contractor staffing to support all meetings on a defined schedule.</li> <li>• Work with OSPI to identify required and optional attendees.</li> <li>• Collaborate with OSPI to determine dates, times, and convening location.</li> <li>• Conduct virtual meetings via MS Team, Zoom, or similar platforms when appropriate and with OSPI approval.</li> <li>• Coordinate calendars and be responsible for sending and updating meeting invites.</li> <li>• Prepare and distribute meeting materials (e.g., agenda, supplies, sign-in sheet, etc.)</li> <li>• Electronically post meeting-specific and supplemental materials for review by OSPI, before and after each meeting, in Adobe PDF, Microsoft Word, or Microsoft Excel format to a secure site according to mutually agreed upon specifications and timelines.</li> <li>• Document meeting conversations, action items, decisions, and outstanding questions discussed. This should occur in real time during the meeting allowing OSPI to review and revise as needed.</li> <li>• Compensate school districts for substitutes or participants not on a contract in accordance with <a href="#">RCW 28A.300.802</a>, unless otherwise specified. For the purpose of this RFP, the bidder should estimate \$250 per day/per participating educator.</li> <li>• Assume costs associated with establishing and setting up virtual meetings.</li> </ul>

ID No	Task	Requirement
		<p>All in-person meetings will take place in Washington. Contractor will be responsible for the support and logistics management of in-person meetings. In-person support and logistic requirements are as follows:</p> <ul style="list-style-type: none"> <li>• In collaboration with OSPI, Contractor will identify appropriate facilities and necessary equipment for the meetings.</li> <li>• Contractor will reserve agreed upon meeting facilities and required equipment.</li> <li>• Contractor will provide meals and refreshments during in-person meetings, when appropriate.</li> <li>• In collaboration with OSPI, Contractor will prepare communication and when appropriate, communicate directly with meeting participants to determine most cost-effective travel requirements.</li> <li>• Contractor will reimburse committee/advisory participating members for any applicable mileage, meals, lodging, or other travel-related expenses in accordance with <a href="#">Washington Travel Management Requirements and Restrictions</a> established by the Office of Financial Management.</li> <li>• In the instances where committee/advisory participating members qualify for air travel or lodging, Contractor will provide a direct bill option and committee member reimburse process.</li> <li>• The Contractor will be responsible for all expenses, including travel expenses, incurred by the Contractor’s personnel to attend or participate in all meetings.</li> <li>• No OSPI staff travel reimbursement will be required by the Contractor.</li> </ul>
SB.17.A	Kick-Off/Planning Meeting	<p>By no later than seven (7) calendar days after the effective date of the contract, the Contractor will work with OSPI to schedule an initial planning or kick-off meeting, in a city designated by OSPI. The meeting will include no more than 15 OSPI staff and other designees, as determined by OSPI. The meeting purpose will be to discuss the required program specific services, review the Contractor’s work plan and implementation schedule, and obtain specific information, data, criteria, and/or instructions necessary to finalize the Contractor’s work plan. This meeting will be a one-to-two-day activity.</p>
SB.17.B	Annual Meetings	<p>Contract will convene an in-person annual planning meeting. The site for this annual meeting will be designated by OSPI and will include no more than 15 staff from the state. The purpose of this</p>

ID No	Task	Requirement
		meeting will be to ensure state-specific details associated with program fulfillment are addressed and scheduled for completion. This meeting will be a one-to-two-day activity.
SB.17.C	Advisory Meetings	<p>Throughout the course of a year (timing determined by OSPI), both national and state level advisory committees are convened. These advisory committees provide advice and/or feedback regarding the state’s assessment programs.</p> <p>OSPI will establish committee membership and provide member contact information to the Contractor for the two following advisory committees:</p> <p><b>National Technical Advisory Committee (NTAC) Meetings</b>  Washington’s (OSPI’s) National TAC is a six-member committee comprised of assessment and psychometric experts. This committee meet virtually between two and four times per year for up to 10 hours each time, inclusive of preparation time. OSPI may convene one of these meetings in-person for one eight-hour day, excluding unpaid travel time.</p> <p>The Contractor will manage the National TAC member personal service contracts to pay members an hourly rate (currently \$187.50) for each meeting.</p> <p><b>State Technical Advisory Committee (STAC) Meetings</b>  Washington’s (OSPI’s) State TAC is an eight-to-ten-member committee comprised of LEA staff responsible for district implementation of assessment programs. This committee meets virtually four times each year, with the possibility of one of these meetings held in-person for one eight-hour day. Committee members are reimbursed by the Contractor for travel-related expenses.</p> <p>No personal service contracts are required for State TAC members.</p> <p><b>OSPI Staff</b>  In the event advisory meetings are held in-person, in addition to advisory committee members, Contractor must also include meals associated with the meeting for up to 10 OSPI staff.</p>

ID No	Task	Requirement
SB.17.D	Recurring Scheduled Meetings	<p>Contractor will plan and coordinate weekly or biweekly virtual meetings with OSPI to review dates, discuss deliverables, milestones, current issues, test administration, psychometrics, content development, future events, contract matters, and other ad hoc topics.</p> <p>Contractor will designate appropriate personnel, including subcontractors or third-party vendors, to participate in established recurring meetings as needed.</p> <p>Contractor will be responsible for scheduling and setting up the meetings, working collaboratively with OSPI to develop mutually agreed upon agendas, facilitate meetings, taking notes, and provide timely meeting minutes within 24 hours.</p> <p>Contractor will be available to meet virtually with OSPI on an as needed basis, outside of the recurring meetings.</p>
SB.17.E	Records Maintenance	<p>For the duration of the contract, the Contractor will maintain all documentation related to the Smarter Balanced program. Upon request, the Contractor will provide OSPI with an electronic copy of any such documentation.</p> <p>Contractor will comply with <a href="#">OSPI Records Retention Schedule, Section 2: Assessment Administration and Development</a>.</p> <p>For records retained beyond the contract period, the records custodian will be determined during contract negotiations.</p>

**Table 12: Washington Comprehensive Assessment of Science (Grades 5, 8, and 11)**

ID No	Task	Requirement
CS.1	Test Delivery	<p>The Contractor will provide the general assessments in science for all Washington students enrolled in grades 5 and 8 (who take the grade-corresponding test) and grades 11–12 (who take the grade 11 test). For purposes of bids, proposals should use the estimated 81,000 students per grade level for grades 5 and 8. For the grade 11 test, grade 11 and 12 students are eligible to</p>



ID No	Task	Requirement
		<p>test. Proposals should use an estimated count of 81,000 students for both grades 11 and 12 combined. This is due to a very small, anticipated number of grade 12 tests. These estimates are intended for bid purposes only and not as guarantees for any subsequent contract.</p> <p>Contractor will coordinate with OSPI and assessment vendors presently working with OSPI for the purpose of ingesting the Washington’s WCAS item bank into the Contractor’s item management system.</p> <p>The items and stimuli for the WCAS include all the same item types and test features currently used with the Smarter Balanced assessment plus item types and administration features specific to the WCAS administration. See the <a href="#">Test Design and Item Specifications documents</a> for each grade for details on item types and test features. Bidders are encouraged to <a href="#">visit the Training tests</a> to see these features in action in the Science Training Tests.</p> <p>Proposals will demonstrate the ability to ingest the WCAS item bank in QTI 3.0 format, with all necessary additional configurations identified by OSPI’s current assessment vendor required for the types and features of the WCAS item bank, into the bidder’s item management system.</p> <p>Grade 5 science assessments will need to incorporate content from across the grade 3–5 grade span as described in the Grade 5 Test Design and Item Specification document. Grade 8 science assessments will need to incorporate content from across the middle school (MS) grade span as described in the Grade 8 Test Design and Item Specification document. Grade 11 science assessments will need to incorporate content from across the high school (HS) grade band as described in the High School Test Design and Item Specification document.</p> <p>As a fixed-form test, Contractor will be responsible for scheduling, managing, and coordinating the development of each year’s WCAS test forms, both online and paper, at all grade levels, as well as providing requested documentation and technical and psychometric support for the WCAS as described herein.</p>

ID No	Task	Requirement
CS.1.A	WCAS Item Bank	<p>The Contractor will facilitate the ingestion of all existing stimuli and items, including graphics, rubrics, and existing accommodation supports from Washington’s current service provider.</p> <p>The Contractor will be responsible for the entry and preparation of newly developed stimuli, items, art, and rubrics for inclusion as embedded field test items on the operational test forms per Exhibit P: WCAS Online Style Guide. The Contractor will ensure all accommodations described in Exhibit L: GTSA are applied to both newly developed items and older first-time operational items.</p> <p>Further, proposals will describe the ability of bidder’s staff to enter new items, to be developed during the life of this contract, into the bidder’s item management system. Those new items would not be ingested into the bidder’s item management system in QTI 3.0 format, but rather provided to Contractor via a mutually agreed upon format; thus, Contractor would be responsible for developing the details of that format with OSPI and, potentially, a third party.</p>
CS.1.B	Item Development	N/A
CS.1.B.1	Bias and Sensitivity Item Review	N/A
<b>CS.2</b>	<b>Field Testing</b>	<p>Contractor will be required to support field testing of new stimuli and items through embedding/appending the annual assessment. WCAS requires yearly field testing of items embedded within the operational test forms.</p> <p>In spring 2025, anticipated field testing for purposes of proposals will be:</p> <ul style="list-style-type: none"> <li>Grade 5: Up to 5 clusters (each with up to 6 stimuli and up to 8 items) and up to 10 stand-alone items.</li> <li>Grade 8: Up to 5 clusters (each with up to 6 stimuli and up to 8 items) and up to 10 stand-alone items.</li> <li>Grade 11: Up to 5 clusters (each with up to 6 stimuli and up to 8 items) and up to 10 stand-alone items.</li> </ul>

ID No	Task	Requirement
		<p>These items would be distributed across multiple test forms such that each form would have up to 2 clusters and up to 6 stand-alone items.</p> <p>In each subsequent year of the contract, anticipated field testing for purposes of proposals will be:</p> <ul style="list-style-type: none"> <li>Grade 5: Up to 8 clusters (each with up to 6 stimuli and up to 8 items) and up to 15 stand-alone items.</li> <li>Grade 8: Up to 16 clusters (each with up to 6 stimuli and up to 8 items) and up to 15 stand-alone items.</li> <li>Grade 11: Up to 14 clusters (each with up to 6 stimuli and up to 8 items) and up to 10 stand-alone items.</li> </ul> <p>These items would be distributed across multiple test forms such that each form would have up to 2 clusters and up to 6 stand-alone items.</p> <p>These anticipated field test counts are maximum estimates and not guarantees; OSPI reserves the rights to field test fewer than these counts. Costs associated with field testing charged and paid under this contract will be dependent on the actual number of items and stimuli field tested each year; proposals should identify costs per item and per stimuli field tested for each year of the contract, per the counts included in the previous two paragraphs.</p> <p>Field tested items are analyzed using classical and IRT item analysis procedures by the test delivery and scoring vendor. Item analysis data include item means, item-score to total-score correlations, option to total-score correlations for multiple-choice items, percent choosing each option for multiple-choice items, percent earning each rubric score for short-answer and extended-response items, Rasch item difficulties, INFIT and OUTFIT statistics, item standard errors, and Mantel-Haenszel DIF statistics (with indications of the direction of DIF for each comparison group).</p>

ID No	Task	Requirement
		<p>Item level data from field test item analyses (with items, answer keys or rubrics, and associated data) are brought to Content Review with Data work groups by the Contractor.</p> <p>Items accepted after Content Review with Data work groups are candidates for operational testing.</p>
CS.2.A	Content Review with Data Work Group	<p>Contractor will be responsible for coordinating and convening <a href="#">Content Review with Data work groups</a> which includes educators who are representative of students across Washington. For proposal purposes, quotes for these work group sessions will use the following guidelines:</p> <ul style="list-style-type: none"> <li>• A separate, non-concurrent 2-day session for grade 5 comprised of up to six (6) educators;</li> <li>• A separate, non-concurrent 2-day session for grade 8 comprised of up to six (6) educators; and</li> <li>• A separate, non-concurrent 2-day session for grade 11 comprised of up to six (6) educators.</li> </ul> <p>Up to four (4) OSPI staff will attend each session as well as appropriate Contractor staff as specified within bidder’s proposal.</p> <p>Content Review with Data work groups are co-facilitated by state science specialists, and the Contractor’s psychometrician. Educator participants examine all items for a final content review and any items flagged, based on item analysis data (criteria include: item means &lt; half the points possible, item total correlations &lt; .20, option to total correlations for incorrect multiple-choice answers that are &gt; .00, attractiveness of all answer choices for multiple-choice items, expected patterns of percent earning each score based on the overall difficulty of the item, extreme DIF statistics, poor IRT fit statistics). Reviewers accept, accept with minor revisions as approved by psychometrician, or reject items based on content and item-level data.</p>
CS.2.B	Field Test Rangefinding Work Group	<p>Contractor will be responsible for coordinating and convening <a href="#">Field Test Rangefinding work groups</a> which includes educators who are representative of students across Washington. For proposal purposes, quotes for these work group sessions will use the following guidelines:</p> <ul style="list-style-type: none"> <li>• A separate, non-concurrent 2-day session for grade 5 comprised of up to six (6) educators;</li> </ul>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• A separate, non-concurrent 2-day session for grade 8 comprised of up to six (6) educators; and</li> <li>• A separate, non-concurrent 2-day session for grade 11 comprised of up to six (6) educators.</li> </ul> <p>Up to four (4) OSPI staff will attend each session as well as appropriate Contractor staff as specified within bidder’s proposal.</p> <p>Field Test Ranging work groups are co-facilitated by state science specialists and the Contractor. Educator participants examine constructed response (short answer) items, rubrics, anchor papers, and practice papers to revise and approve rubrics and scoring vendor training materials.</p>
CS.2.C	Field Test Rubric Validation	If Contractor utilizes automated scoring to score technology-enhanced field test items, the machine rubrics are created and reviewed along with the items, and then validated and finalized during field test rubric validation meeting(s) between Contractor and OSPI content specialists.
<b>CS.3</b>	<b>Accommodations</b>	<p>In the presentation of assessments, bids will fully provide a representative incorporation of all supports and accommodations in accordance with the Smarter Balanced Usability, Accessibility, and Accommodations Guidelines (UAAG) linked in Exhibit M: Smarter Balanced Resources and in Exhibit L: GTSA.</p> <p>Contractor will be responsible for adding and ensuring text-to-speech, glossing/word list, and translation accommodations are present on all existing items and stimuli, and that these accommodations are applied to any newly developed items and stimuli.</p> <p>In those instances where OSPI identifies an accessibility feature not addressed by governing documents, Contractor will participate in conversations with OSPI to evaluate possible inclusion.</p>

ID No	Task	Requirement
		<p>In those instances where OSPI wishes to be more restrictive with respect to means of access, Contractor will work with OSPI to adapt the Contractor’s test engine to support the change in access guidelines. Specifically, Contractor’s system must demonstrate (or show to be configurable to do so) the ability to restrict allowing local educators to assign Accommodations to students unless that student has the appropriate IEP, 504 Plan, or similar learning plan designation required for such Accommodations. Note: no such restriction is needed for assigning Designated Supports.</p> <p>Any changes in the access guidelines described in Exhibit L: GTSA will require Contractor to ensure coding is updated to match administration protocols and that associated data capture with respect to identified access means are consistent with OSPI guidelines.</p> <p>Bids need to include details describing data-capture processes, at the student level, that will provide information on accessibility features selected for students prior to testing and actual use by the student during testing. Bids will provide details supporting real-time, or as near real-time, state monitoring of accessibility feature use by students (e.g., possible state reports).</p> <p>The accessibility information must be portable across administration years such that state, district, or school staff do not need to re-enter student details from one year to the next. This accessibility information needs to be exportable such that state, district, and school staff can conduct different analyses around the connections of student performance and accessibility.</p> <p>Contractor will collaborate with OSPI in addressing any identified Peer Review items associated with accessibility that require adjustment to the assessment system.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for the accommodations system and which configuration settings are customizable by OSPI.</p>

ID No	Task	Requirement
CS.3.A	Print on Demand	<p>For students with specific testing barriers (e.g., student’s Individualized Education Program (IEP) dictates paper-pencil supports are provided during online testing), Bidder’s test engine programming must support the ability for print on demand (the student’s test can be designated through the test engine and accompanying connection to a printer, for creation of a paper copy versions of the items). Contractor is not responsible for any hardware required to print, i.e., local schools must provide the printer used to produce print on demand paper copy versions of the items.</p> <p>Note: Upon the student’s completion of applicable print version of items, test administrators would be expected to transcribe the student response into the test engine interface. Print versions of the test items will be destroyed under secure means.</p>
CS.3.B	Paper-Pencil Forms	<p>For students unable to interact with electronic devices (e.g., students in juvenile detention centers), Contractor will produce and ship summative assessment test booklets. Test booklets produced in this way will include regular print, large print, and Spanish. All test booklets are produced in coordination of OSPI and Contractor and approved by OSPI prior to printing.</p> <p>For proposal purposes, bidders may use the following estimates for paper-pencil forms. Estimates are not guarantees of actual numbers of paper-pencil materials, which will be determined each year of the contract based on information submitted by districts.</p> <ul style="list-style-type: none"> <li>• WCAS Standard print: 120</li> <li>• WCAS Braille: 15</li> <li>• WCAS Large print: 10</li> <li>• WCAS Spanish: 5</li> </ul> <p>In these cases, test administrators need an ability to transmit student responses on summative assessments to Contractor for scoring. Bidder’s proposal will include at least two (2) solution(s) for capturing/including student responses in standard scoring processes:</p> <ol style="list-style-type: none"> <li>1) Districts ship the physical booklets to Contractor’s scoring location for processing and scoring.</li> <li>2) District or school employees enter student responses captured in the paper booklets into a Contractor response-capturing system, accessible by Contractor scoring staff for processing.</li> </ol>

ID No	Task	Requirement
		<p>Determination of which solution will be used will be made during contract negotiations.</p> <p>In both cases, districts will return print materials to Contractor for secure processing and accounting, at cost to the Contractor. Districts may be provided pre-paid shipping materials by the Contractor or some other method to have shipping paid by the Contractor, not out of district funds.</p> <p><u>Secure WCAS "Say" Scripts</u>  The "Say" scripts provide directions to local proctors to administer paper-pencil versions of the WCAS. These secure scripts need to be printed and shipped to districts along with the secure test booklets.</p>
CS.3.C	Braille and Large Print (Online)	<p>For each operational summative assessment, Bidder's system will support administration instances in both Braille and Large Print.</p> <p>Braille testing for WCAS is only available as a paper-pencil option.</p> <p>Large Print will include both an online solution and a paper-pencil option.</p> <p>For online Large Print, bidder's system will support Zoom features to support enlarging test item print.</p>
CS.3.C.1	Braille On Demand/Zoom	<p>WCAS does not provide online Braille and therefore is outside of the scope of this RFP.</p> <p>Contractor's test engine will provide all students access to vision enhancing tools (i.e., zoom functionality) embedded within the online test.</p>
CS.3.C.2	Braille and Large Print Testing Materials (Paper version)	<p>Braille testing will include as a paper-pencil option only. Large Print will include both an online solution and a paper-pencil option. Contractor will support the development and production of Braille and Large Print WCAS accommodated paper forms.</p>



ID No	Task	Requirement
		<p>Braille Paper-pencil options will be provided in both contracted and uncontracted formats. Per the Braille Authority of North America (BANA), Unified English Braille (UEB) is the official braille code as of January 2016.</p> <p>OSPI estimates, but cannot guarantee, annual quantity use: ten (10) braille test forms per grade level and per content area and thirty-five (35) large print testing materials per grade level and content area.</p> <p>Contractor will provide a process for LEAs to order braille and large print testing materials and will distribute all such testing materials in a braille/large print kit to the associated school district. OSPI and Contractor will collaborate on the materials provided in each kit.</p> <p>The Contractor's braille/large print kit will include braille response documents for braille assessments and appropriate response documents for large print assessments.</p> <p>Students being administered a large print assessment will respond directly on the large print test document, unless the student's IEP specifies a scribing accommodation.</p> <p>Test administrators would be expected to transcribe student responses from braille and large print test forms into either a regular print test booklet or a Contractor test engine interface, per CS.3.B described above.</p> <p>Contractor will provide for the secure return of braille and large print testing materials to Contractor facilities. Contractor's braille/large print kit will include all materials (e.g., boxes, envelopes, and prepaid return shipping labels) for the schools to use to return testing materials.</p>
CS.3.D	Assistive Technology	<p>Contractor's test delivery platform will support all assistive technology as described in Exhibit L: GTSA. Contractor will work with the state to explore the feasibility of supporting additional assistive technology including, but not necessarily limited to, screen reader and text to speech software, speech to text, screen enlargement, and alternative input devices and software. If OSPI requests test access through a specific assistive technology device, Contractor will make</p>

ID No	Task	Requirement
		<p>provisions to support the assistive technology but would not be responsible for providing any needed hardware or software (such as refreshable Braille devices) for school districts or the state.</p> <p>In addition, Bidder should specify what Speech-to-Text options are available in the secure browser or specify what Speech-to-Text options are available with their Secure Browser on various platforms (e.g., Windows, Mac, iOS and Chrome).</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for assistive technology within vendor’s system and which configuration settings are customizable by state.</p>
CS.3.E	Glossaries/Word List	Contractor will identify and propose non-construct relevant terms within the state-provided stimuli and items for glossing/word list. Contractor will propose definitions for each proposed term. As of the posting of this RFP, approximately 150 items/stimuli require review for glossaries/word lists.
CS.3.F	Translations	<p>Presentation Translations – Spanish</p> <p>Contractor’s online test engine will support presentation of items and stimuli (including text-to-speech) in Spanish. Spanish presentation must include both stacked presentation and toggle presentation.</p> <p>Contractor will accomplish full translations in Spanish of state-provided items, and other administration support materials (e.g., test directions, stimuli, etc.) for delivery within its assessment system. Contractor will include OSPI staff in this process and implement work related to translation upon specific OSPI staff approval. For proposal services, approximately eight-hundred fifty (850) stimuli/items need Spanish Presentation Translations services as of the posting of this RFP. Approximately forty (40) stimuli and seventy (70) items will be translated to Spanish each year of the contract. These are approximate counts and are not guarantees of the Spanish translation–Spanish services needed, which will be finalized during or after contract negotiations.</p> <p>Translations – Glossing:</p>

ID No	Task	Requirement
		<p>Contractor’s online test engine must support glossaries in multiple languages. Contractor will also support providing Spanish glossaries for paper-pencil testing to districts.</p> <p>Contractor will accomplish translation of glossary definitions for state-provided items and stimuli for the following languages:</p> <ul style="list-style-type: none"> <li>Arabic</li> <li>Burmese</li> <li>Cantonese</li> <li>Filipino (Tagalog/Ilocano)</li> <li>Hmong</li> <li>Korean</li> <li>Mandarin</li> <li>Punjabi East</li> <li>Punjabi West</li> <li>Russian</li> <li>Somali</li> <li>Spanish</li> <li>Tagalog</li> <li>Ukrainian</li> <li>Vietnamese</li> </ul> <p>For proposal purposes, bidders should provide costs associated with translation services for:</p> <ul style="list-style-type: none"> <li>• Approximately two-hundred twenty-five (225) currently-operational items/stimuli in the current item bank need Glossing – Translated services in all listed languages as of the posting of this RFP.</li> <li>• Approximately forty (40) newly-operational items/stimuli will need Translations – Glossing services in all listed languages each year of the contract.</li> <li>• Approximately two-hundred fifty (250) field test items/stimuli will need Translations – Glossing services each year of the contract, to include:</li> </ul>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>○ Identifying words for English glossing and applying that English glossing to items/stims.</li> <li>○ Translations – Glossing services in all listed languages.</li> </ul> <p>These counts are approximate and are not guarantees of the Translations – Glossing services needed.</p> <p>In those instances where translation access is restricted, Contractor’s test engine must be programmed to disable the associated access feature.</p>
<b>CS.4</b>	<b>Practice Tests</b>	N/A
<b>CS.5</b>	<b>Training Tests</b>	<p>For Year 1, Contractor will, at the earliest opportunity possible (no later than October 30), update and provide access to the applicable science training tests prescribed by the state—that includes all item types—allowing opportunities for students to experience the structure and format of the operational test. Subsequent to Year 1 of a contract, access to the training tests will be in place no later than September 15 of the administration year.</p> <p>Training tests must provide for inclusion of all embedded universal tools, designated supports, and accommodations.</p> <p>Training tests should be available via both secure browser (the same browser used to administer interim and summative tests) and non-secure web-browsers.</p> <p>The secure browser Training test would also have functionality that allows educators and students to practice the log in steps used for an online interim or summative test. Functionality that allows students to enter information such as student-identifying information, test session information, etc. that mimics the log in process used by Contractor’s interim and/or summative test delivery system should be available. Proposals will describe whether this practice functionality might be provided within a web-browser Training test and, if so, how.</p>

ID No	Task	Requirement
		<p>Finally, the secure browser Training tests must also be available through a Contract’s secure test delivery system, which could be the same system as used to delivery summative tests. This functionality would require a teacher to administer the Training test in a fashion similar to summative tests and for students to log in to that test delivery system. The intent is to allow student test settings captured for a student in a Contractor’s test or student information system to be provided to the student within a test delivery environment for purposes of testing out supports and tools, including those that are not possible to deliver via a non-secure web-browser Training Test.</p> <p>Non-secure web-browser Training tests must allow for guest access without need of the secure browser, student SSID, or TA-created test session. Non-secure web-browser Training tests must also allow for the flexible selection of any Designated Supports and Accommodations, in any combination. Additionally, the ability to disable Universal Tools—as disabling those is a Designated Supports available to students—should be available. The selection and disabling of tools and supports for Training Tests must be available directly within the web-based without the need for settings to be entered in any of Contractor’s testing systems. If a specific support or tool can only be delivered via a secure testing system, proposals should identify those features and those features can be exempted from non-secure web-browser Training tests setting selection.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for Training tests within vendor’s system and which configuration settings are customizable by state. Contractor will make annual updates to the Training Test to provide new stimuli clusters and stand-alone items as identified by OSPI staff.</p>
<b>CS.6</b>	<b>Test Engine</b>	<p>Contractor will provide a secure, technology-based assessment delivery system (test engine) meeting the specifications detailed by Smarter Balanced—which are the same specifications used for the WCAS—to administer summative and Training WCAS tests. Contractor’s system will come with all necessary documented processes, manuals, and platforms to support a fixed-form WCAS assessment administration. Bidder should refer to the following Smarter Balanced specifications in preparing proposals (refer to links in Exhibit M: Smarter Balanced Resources).</p>

ID No	Task	Requirement
		<p>A Bidder's test engine proposal must detail how the test engine fulfills OSPI's expectation of compatibility with rendering and response capture consistent with Smarter Balanced specifications and any other requirements stipulated by OSPI. Bidder will include technical documentation and evidence that the proposed test engine renders items and provides item interaction to meet the needs of OSPI's assessment programs. In addition to the proposal information and evidence, Bidders will need to be prepared to allow OSPI staff access to the WCAS items loaded in the proposed test engine and support system applications for purposes of a user trial/test that may be part of the proposal evaluation activity (refer to Table 15b: Other Proposal Evaluation and Scoring Considerations for primary areas of concentration).</p> <p>Bidder proposal must detail how the proposed test engine is, or will be, compatible with state's preferred data system; refer to Exhibit N: Data Management Series.</p> <p>Bidders must provide evidence of redundant systems or contingency procedures for hardware and software of the test delivery system, including sufficient bandwidth not only during summative testing, but throughout the year with Training testing. Included evidence will address the following details:</p> <ul style="list-style-type: none"> <li>• Power outage backup within the test delivery architecture.</li> <li>• Secure browsers monitored for possible threats.</li> <li>• Secure browser software ensures no navigation outside of the test allowed during the assessment.</li> <li>• Continuous saving of student responses.</li> <li>• Telemetry captured and available, with summarization for reporting to OSPI.</li> <li>• Contractor-to-OSPI alert process when an issue arises in a school or LEA.</li> <li>• Communication plan with OSPI, including text alert system.</li> <li>• Communication plan with LEAs when issues arise. Email or text for immediate communication.</li> </ul>

ID No	Task	Requirement
		<p>Access to any format of testing—summative or training—should be set to preclude any possibility of confusion on the part of administrators and selection of the wrong testing format. Additionally, functionality should exist within vendor’s test management system to restrict administration of certain tests to certain time periods (i.e., set a test window) such that access to administering, training tests can be removed during the summative test window. This functionality should be available to all state users and select school and district users, as determined by user role.</p> <p>Bidder’s proposal will include a plan for state staff to engage in User Acceptance Testing (UAT) supporting each system for each administration year roll-out. The plan must begin with the vendor completing a full verification/testing of each system including accessibility features across platforms and devices prior to state staff’s UAT activities. The specifications of activities done during UAT—both by the vendor and by state staff—will be jointly developed by the vendor and state staff. UAT must be scheduled to occur at a reasonable time of year to ensure smooth and effective introduction of any system updates or additions for school and district familiarization prior to the start of annual testing. UAT should be scheduled over multiple rounds alternating between state staff testing of the system and vendor fix cycles. UAT will be considered complete and vendors systems will be approved by state for use only after all fixes requested by state have been enacted by vendor.</p> <p>UAT may require longer time frames of more cycles in Year 1 of the contract as well as when new features are added to ensure sufficient confidence by state staff that features will function as intended for users. Systems with which students interact (e.g., the secure browser, web-browser based Training tests) will also likely require longer or more cycles to ensure that all features are functioning as expected by state staff such that students will not encounter any barriers during testing. Systems with which students interact for summative tests will be given the most scrutiny during UAT. Vendor will give highest priority to fixes that ensure summative testing experiences for students meet state staff’s expectations.</p>

ID No	Task	Requirement
		<p>Bidder should propose a projected schedule to achieve this aim, with an understanding that scheduling will remain fluid to any given year's system updating. Actual UAT dates will be set on an annual basis at regularly scheduled planning meetings.</p> <p>Bidder's proposal will provide system specifications and identify the configuration for secure test systems within vendor's system and which configuration settings are customizable by state.</p>
<b>CS.7</b>	<b>Availability &amp; Capacity</b>	<p>Bidder must demonstrate the performance and reliability (e.g., addressing load and surge capacity) of its proposed test engine for use during testing times outlined in the RFP, inclusive of information about peak operating days and weeks, with applicable load.</p> <p>Load capacity is to detail the test engine's maximum student participation that can be supported before system performance would experience possible performance degradation.</p> <p>Surge capacity is to detail other potential system interactions or the commencement of other system interfacing (if any) that might lead to performance degradation.</p> <p>A proposal should reflect a Bidder's current client demand and implications or contingencies. A proposal will include explanations on how conflicting demands will not impact proposed services for OSPI. Bidder will include explanations and redundancy details on how conflicting demands will not impact proposed services. Additionally, Bidder must demonstrate, through inclusion of system specifications that the test engine has the capacity to meet the demands of OSPI and all other client testing contracts the Bidder holds.</p>



ID No	Task	Requirement
<b>CS.8</b>	<b>Technology Readiness</b>	<p>Contractor’s minimum technology requirements are to be consistent with the minimum technology requirements stated in this RFP. Refer to links in Exhibit M: Smarter Balanced Resources for further details on technology requirements. Individual LEAs will be responsible for ensuring local technology capacity to administer assessments online. Contractor will provide guidelines, and where applicable, tool(s) for school districts to use in verifying readiness for conducting online assessments. Such tool(s) must function within Windows-based, Mac OS-based, Chrome-based, and Linux-based hardware and operating systems, and must, at a minimum, address the following:</p> <ul style="list-style-type: none"> <li>• Proper configurations of network devices to ensure network connectivity from within the school district/building to internet locations required for testing.</li> <li>• Capacity of hardware for use in online testing (minimum workstation specifications, minimum bandwidth requirements, percent of bandwidth utilization at school/district levels).</li> <li>• Evaluation of the maximum number of concurrent assessments to be administered at each school.</li> <li>• Ability to quickly support rolling operating system releases.</li> </ul> <p>In cooperation with the state, Contractor will develop guidelines for schools to access and use the provided tool(s) using sample data at times during the school day that will closely replicate the operational testing environment. In addition, Contractor will provide a methodology for validating that schools have completed the necessary steps for ensuring technological readiness to administer the assessments.</p> <p>By September 15 of each school year, Contractor will provide a complete training program to orient administrators, proctors/test administrators, and teachers to the online testing environment and supporting systems use. The training program will provide access to a catalog of existing modules or other such training formats specific to Contractor’s systems.</p>
<b>CS.9</b>	<b>System Security</b>	Contractor will communicate routine maintenance for upgrading their system infrastructure.

ID No	Task	Requirement
		<p>Contractor’s test engine will provide advanced security protocols and techniques to protect both test content and student data. General security requirements will include:</p> <ul style="list-style-type: none"> <li>• Student access control to the testing interface with student authentication generated through a secure administrative system.</li> <li>• Administrator access control including administrative authentication to gain access to administer tests, view/maintain student data, and access student performance reports.</li> <li>• System checks that evaluate each user’s access privileges at log-in and automatically disable or enable client functions based upon the user’s profile.</li> </ul> <p>Steps to maintain strict security of test content and student data include:</p> <ul style="list-style-type: none"> <li>• Security of test content will be device specific and device appropriate.</li> <li>• Only valid authentication information may enable test content to be decrypted to a viewable format.</li> <li>• Test content accessed via valid authentication information must be displayed only while the student is taking the test. Upon completing the test, any decrypted test content must automatically be removed from any systems outside of the host systems.</li> <li>• Cached content and cookies are secured, managed, and purged.</li> <li>• All transmissions of student data must occur over secure network connections that utilize authentication and encryption technologies.</li> </ul> <p>Device Security During Testing – When using any approved devices, decrypted test content must be protected through control of the desktop computer while students are testing. Access to other applications or websites must be disabled or disallowed while a test is being accessed except in cases where assistive technology will be available to students during testing; this is referred to as “permissive mode” and must be able to be enabled on a per-student basis. Strict controls must be maintained over operating system functionality, printing, copy and pasting, screen captures, keyboard shortcuts, right-mouse clicks, or other functionality that could compromise test content.</p>

ID No	Task	Requirement
CS.10	<b>Assessment Delivery System &amp; User Interface Interoperability</b>	<p>The inter-component communication of the Contractor’s delivery system must use current industry-recognized standards (SIF, IMS, etc.) as well as any tools that are specific to OSPI based on Washington’s previous online testing history. Contractor’s online assessment delivery system must be flexible to accommodate the varying technological capabilities that exist in OSPI’s school districts. Additionally, Contractor’s online assessment delivery system should accommodate virtual networks and/or thin client environments. As an alternative for school districts’ administering online assessments with desktop workstations, the Contractor’s delivery system must also support administration within a secure wireless environment on tablets (including, but not limited to, iPads, Androids, and Chromebooks) or other mobile devices. Refer to Exhibit Q: 2020–21 Annual Technology Survey Snapshot for information on the status of technology systems within Washington schools.</p> <p>The assessment delivery system and all associated systems will require periodic and scheduled maintenance. Downtimes required for this maintenance should be scheduled, to the extent feasible, for end of day (EOD) Fridays through EOD Sundays, to minimize impact on users.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for assessment delivery systems within vendor’s system and which configuration settings are customizable by state.</p>
CS.10.A	User Role Management	<p>Contractor’s system will allow flexibility for OSPI to apply greater restrictions—by user role—to the following administrative users’ rights:</p> <ul style="list-style-type: none"> <li>• Ability for administrative users to view and edit student accessibility (accommodation) and demographic information entered as part of the pre-identification process.</li> <li>• Ability for administrative users to hand-enter student records prior to or at the time of testing.</li> <li>• Capability to maintain both student-specific data fields and test-specific data fields.</li> </ul>

ID No	Task	Requirement
CS.10.B	Test Management	<p>Contractor's system will be configurable to meet the following different administration demands and tasks:</p> <ul style="list-style-type: none"> <li>• Ability to be configured with various form distribution plans that result in school districts automatically receiving the appropriate assignment of test forms for given test administrations.</li> <li>• Ability to randomly assign spiraled sets of test forms to students.</li> <li>• Ability for administrative users with appropriate access to schedule students for online tests and generate necessary student login information prior to testing.</li> <li>• Ability for administrative users with appropriate access to assign specific accommodations (e.g., large print test forms) to individual students.</li> <li>• Ability for select authorized users to view aggregate test information by course or grade level/content area such as number of tests scheduled (by date), number of tests being administered (real-time), number of tests completed, number of scoreable tests completed, etc.</li> <li>• Ability to assign unique login credentials for each test session.</li> <li>• Availability and integration of an online test administrator training and certification course.</li> <li>• Ability to monitor test administration (e.g., currently open test sessions, students who recently completed testing, students still expected to test, test completion rates) at the school, district, and state levels.</li> </ul> <p>Bidder's proposal will provide system specifications and identify the configuration for test management systems within vendor's system and which configuration settings are customizable by state.</p>
CS.10.C	Test Engine Performance Reliability	<p>Contractor's test engine will demonstrate the robustness and reliability to meet state needs across multiple assessments formats. Contractor will ensure that test engine:</p> <ul style="list-style-type: none"> <li>• Accommodates up to one hundred thousand (100,000) simultaneous Washington test administrations.</li> </ul>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• Can safeguard against catastrophic events (proposals are to include a complete Contingency Plan for disaster prevention that include processes detailing system redundancy and recovery).</li> <li>• Is available to school districts during the entire testing window, the pre-identification process and the enrollment window, as mutually agreed upon with the OSPI.</li> <li>• Is structured to allow school districts to accommodate needs of individual students, as well as small groups of students with unique testing needs.</li> </ul>
CS.10.D	Testing Interface	<p>Contractor's student testing interface will provide the following:</p> <ul style="list-style-type: none"> <li>• Device-appropriate display of text and graphics for all students.</li> <li>• Ability for students to move from one question to the next or previous, with respect to locking items. Ability for students to select previously viewed items using a drop-down menu. Ability for students to navigate to any item before submitting their assessment e.g., a final review option.</li> <li>• Ability for students to mark an answer using a pointing device or keyboard.</li> <li>• Ability for students to view the text or graphic simultaneously with the item stem and distractors when an item, or set of items, is text or graphic intensive.</li> <li>• Online availability of any manipulatives (including, but not necessarily limited to calculator, spell check, periodic table, and scratch paper) as indicated in test blueprints.</li> <li>• Indication (on the workstation display) of the name of the student login used to access the test.</li> <li>• Ability to match collected student data in the event that it is necessary for a student to restart/reset a test.</li> <li>• Independent scrolling capability for items which include a stimulus and response options, or response area displayed side-by-side.</li> </ul>

ID No	Task	Requirement
		<p>Contractor’s online assessment delivery system should provide options to support common test-taking strategies including:</p> <ul style="list-style-type: none"> <li>• Visually eliminating one or more distractors.</li> <li>• Highlighting and/or underlining key words or graphics.</li> <li>• Flagging items as incomplete or in need of review prior to completing the test.</li> <li>• Indicators of which items have been answered/unanswered.</li> <li>• Using online “scratch paper” capability.</li> </ul> <p>Contractor will upgrade and enhance the test engine as new technology for assessment delivery becomes available and as assessment needs dictate. OSPI will have the opportunity to suggest, discuss, review, and approve all proposed changes to the test engine, and will approve the schedule for roll-out of any such proposed changes.</p> <p>Changes or enhancements to other Contractor systems will allow for the same OSPI involvement and approval processes. Contractor will establish monitoring systems with metrics/thresholds approved by OSPI to detect system errors (“bugs”). Contractor will grant access to OSPI to view error logs.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for testing interface systems within vendor’s system and which configuration settings are customizable by state.</p>
CS.10.E	Assessment Portal	Contractor will host and maintain an assessment portal for access by state staff, LEAs, students, families, and private citizens. Portals will support OSPI’s ability to place and access both secure and non-secure assessment-related information and links
CS.10.F	Section 508, Americans with Disabilities Act (ADA), and Web Content Accessibility	Contractor is responsible to make all materials developed according to this RFP that will be accessed by the general public meet Section 508, Americans with Disabilities Act (ADA), <a href="#">Web Content Accessibility Guidelines (WCAG) 2.2 draft</a> , OSPI’s formatting standard specified in Exhibit I: OSPI Americans with Disabilities Act Compliance: Graphics and Colors, and <a href="#">OSPI’s Style Guide</a> . This includes but is not limited to manuals, trainings, and other correspondence developed by the vendor as part of the RFP to support the test and test systems. This includes but is not limited

ID No	Task	Requirement
	Guidelines (WCAG) Compliance	<p>to manuals, trainings, and other correspondence developed by the vendor as part of the RFP to support the test and test systems.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• The Test Administration Manual (TAM) is developed primarily for classroom level test administrators and school and district test and technology coordinators; however, the TAM will be posted online (such as on the Assessment Portal described in CS.10.E) so the information contained in the TAM is accessible to parents, students, and the general public. Therefore, the vendor is responsible for making the TAM fully accessible.</li> <li>• Test booklets are not intended to be accessed by the general public, so the vendor is not responsible for making test booklets fully accessible.</li> </ul> <p>Further, per guidance from the Office of Civil Rights, agencies must ensure that all published electronic information is compatible with assistive technology devices commonly used by people with disabilities for information and communication. This applies to persons with disabilities who use assistive technology to read and navigate electronic materials. Therefore, the vendor is likewise responsible for ensuring all materials developed according to this RFP that will be accessed by the general public meet these compatibility requirements.</p>
<b>CS.11</b>	<b>Administration</b>	<p>Contractor will facilitate the administration of WCAS. Contractor will provide the assessments for all public-school students enrolled in grades 5, 8, and 11. Contractor will also facilitate both secure and non-secure access to Training tests. The Contractor will provide the assessments for all public-school students beginning in the 2024–25 academic year (spring 2025 test administration).</p> <p>For summative tests, all students in grades 5 and 8 will have default access to only the corresponding grade-level summative WCAS. Students in grades 9 and 10 will not have access to any summative tests. Students in grades 11 and 12 will have default access to only the high school summative WCAS tests.</p>

ID No	Task	Requirement
		<p>The WCAS assessments will include a combination of selected-response (variations might be single or multiple responses), constructed response (open-ended responses), and technology-formatted (technology supported) items.</p> <p>Contractor will demonstrate the capacity to support multiple equivalent forms at each grade level during the same administration cycle, both to aid OSPI field test needs and in the event of a breach of test security.</p> <p>Bidder's proposal will provide system specifications and identify the configuration for test administration systems within vendor's system and which configuration settings are customizable by state.</p>
CS.11.A	Testing Window	<p>Contractor is responsible for supporting an annual spring summative testing window beginning in 2025. Historically, WCAS testing window has been available from mid-April to early-June.</p> <p>OSPI will seek to have a longer testing window to accommodate different school calendars. If the extension effects the reporting timeline, OSPI and the contractor will negotiate adjustments.</p> <p>LEAs will have the ability to set and/or change their district-determined test windows within the statewide testing window.</p>
CS.11.B	District Support-Ancillary Materials Production	<p>Annually, Contractor will support the requisite development and distribution of the following ancillary materials for each assessment administration. Contractor must provide ancillary materials that allow for customization consistent with OSPI's protocols and practices, and as applicable consistent with the protocols and practices of the ELA and mathematics administrations.</p> <p>Contractor will be responsible for translation services for select publicly posted materials, as determined by state. For proposal purposes, documents would be translated into the following 15 languages: Spanish Arabic</p>



ID No	Task	Requirement
		<p>Burmese Vietnamese Cantonese Mandarin Tagalog Punjabi East Punjabi West Korean Somali Russian Ukrainian Filipino (Tagalog/Ilocano) Hmong</p> <p>For proposal purposes, approximately 10 documents per year would need translation services, ranging in length from 1 page to 5 pages.</p>
CS.11.B.1	Test Administration Manual (TAM)	<p>Contractor will coordinate and apply updates to OSPI’s TAMs that clearly explain all procedures relative to test administration. Where applicable, individual TAMs for each assessment will be supported by Contractor. Additionally, if assessment-specific manuals are developed, the TAM will clearly delineate each content/grade-level assessment by section.</p> <p>The content of each TAM will include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Specific instructions for the administration of the applicable assessment.</li> <li>• Estimated time requirements for each assessment (as appropriate).</li> <li>• Scripts for administration of each assessment to ensure consistent and appropriate instructions are given to students.</li> </ul> <p>Each year of the contract, Smarter Balanced provides the TAM. OSPI and Contractor will jointly identify needed updates that Contractor will be responsible for applying/implementing all</p>

ID No	Task	Requirement
		<p>annual updates to the TAM. The Spring 2023 TAM is available on the <a href="#">WCAP Portal Resources</a> page.</p> <p>No later than September 15 of each year, the final TAM—as a printable PDF that is fully accessible—for each assessment must be available electronically in Adobe PDF format for the OSPI to provide to public-school educators; this version must be appropriate for posting on the state Assessment Portal and/or website. OSPI will have authority to approve all language, content, and format of the TAMs. Contractor will collaborate on annual reviews of the TAM with both Smarter Balanced and OSPI.</p>
CS.11.B.2	Test Coordinators Manual (TCM)	<p>Contractor will coordinate and apply updates to OSPI’s TCM that explains all procedures relative to the organization of LEA level testing. Where applicable, individual TCMs for each assessment will be supported by Contractor. Additionally, if assessment-specific manuals are developed, the TCM will clearly delineate each content/grade-level assessment by section.</p> <p>The TCM will include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Appropriate processes for returning Braille and Large Print testing materials.</li> <li>• Appropriate processes for handling accommodations requiring a paper/pencil test accommodation.</li> <li>• Appropriate measures for protecting test security at the school district level.</li> <li>• Suggested times for test sections and suggestions for LEA test scheduling.</li> <li>• Appropriate processes for including special populations of students in testing.</li> <li>• Important dates leading up to, during, and after the testing window(s).</li> <li>• How to handle student absences and other unique testing situations (e.g., testing of homebound students, students moving into and/or out of the school district during the testing window, etc.)</li> </ul> <p>Each year of the contract, OSPI and Contractor will coordinate any updates to the TCM from the previous year. OSPI and Contractor will jointly identify needed updates that Contractor will be responsible for applying/implementing all annual updates to the TCM. As of this posting, the TCM from last year is available online at <a href="#">Washington Portal Resources</a> page.</p>

ID No	Task	Requirement
		<p>Contractor will provide all TCMs in printable Adobe PDF format ready for posting to OSPI websites and Portals by September 15 of each year.</p> <p>State will have authority to approve all language, content, and format of the TCM. Contractor will collaborate on annual reviews of the TCM(s) with OSPI.</p>
CS.11.C	Operations Support (Help Desk)	<p>The Contractor’s Support or Help Desk will be available via a toll-free telephone number, instant messaging, and email from 6:00 a.m.–6:00 p.m. (PT), Monday through Friday, with the exception of <a href="#">state holidays</a>.</p> <p>Customers who contact the Help Desk will wait no more than five (5) minutes to speak with or receive a reply from a customer service agent during regular-hours coverage. Contractor will be expected to make initial contact regarding any inquiries within 24 hours of receipt; during testing windows response time would be expected to be shorter (within 2 hours). For requests submitted during off-hours where no coverage is expected, customers should expect a response when coverage begins the next business day.</p> <p>Contractor will provide Tier 1 help desk support for all LEAs. At a minimum, Contractor will address inquiries specific to administration processes as included in the associated manuals and ancillary materials.</p> <p>Contractor’s Tier 1 Help Desk will receive technical questions with respect to the test engine and other technology supporting the assessment program.</p> <p>Contractor will provide OSPI weekly reports of contacts to Help Desk. Information from help desk interactions will be reviewed for program improvements.</p>
CS.11.D	Technical (Tech) Support	<p>Contractor will provide Tiers 2 and 3 level technical support more complex issues. Response times, reports, and metric expectations parallel to the Tier 1 Help Desk are required.</p>

ID No	Task	Requirement
		If required, Tier 2 and Tier 3 support for non-contractor systems (e.g., reporting system) will also be provided by the appropriate system owner.
CS.11.E	Administration and Technical Training	<p>OSPI will establish and implement a training plan for district, school, and technology coordinators and teacher administrators on all aspects of the assessment program. This will include determining audience, topics, frequency, and mode (face-to-face, webinar, video modules, etc.) of the training, including such elements as format, participants, and logistics. Training will also include technical and administrative training on relevant test administration processes for all stakeholders.</p> <p>Contractor will collaborate with OSPI to develop test administration training materials for annual release to school and district administrators. Once final products are developed, Contractor will deliver the needed resources to the OSPI for use in annual training events.</p> <p>OSPI is interested in exploring a state-level Learning Management System (LMS) to deliver training and provide for individual certification on testing systems and processes. A bidder with such a system available may include in their proposal systems, process, and cost associated with linking test administration training to a state-level Learning Management System (LMS). A Bidder technology solution will support creation of demonstration (“demo”) districts for state-level users that will contribute to the development of resources to aid LEA staff in becoming familiar with the Contractor’s systems and provide context for responding to technical assistance. Demo districts are also useful in setting up and working through User Acceptance Testing (UAT) on system additions, modifications, and updates.</p> <p>A proposal must include a Bidder’s plan to establish one or more “sandbox” district to allow all educators and the general public a means to engage with the various test engine systems in a consequence-free training environment. The intent is to increase understanding of local administrators and teachers to the actual testing systems involved. The “sandbox” district should:</p> <ul style="list-style-type: none"> <li>• Include pre-generated data for educators to apply in system trials.</li> <li>• Include functionality for educators to generate their own data through creating demonstration student records, administering tests to demonstration students, scoring</li> </ul>

ID No	Task	Requirement
		<p>demonstration student responses (both automatically and manually), etc. allowing educators to experience the various processes involved.</p> <ul style="list-style-type: none"> <li>• Be sustainable (not having to be rebuilt from the ground up) across contract years.</li> <li>• Be available from August through June—the effective school year for districts—so access can be gained for educator training.</li> </ul>
CS.11.F	Retake Opportunity	<p>Washington will offer retake opportunities in each year to students in grade 12 who did not meet standard on their initial attempt or to those who wish to improve their score.</p> <p>Retake opportunities will occur during the spring administration window. The configuration for retakes is identical to the configuration for general summative assessments.</p> <p>Estimates for 12th graders taking WCAS are fewer than 500. These estimates are not to be construed as guarantees, but best determinations for bidding purposes.</p>
CS.11.G	Testing Incidents	<p>Testing incidents come in three forms:</p> <ol style="list-style-type: none"> <li>1. Low Risk—propriety</li> <li>2. Medium Risk—Irregularity</li> <li>3. High Risk—Breach</li> </ol> <p>Refer to the <a href="#">Professional Standards and Security, Incident, and Reporting Guidelines</a> document for information to support professional standards and ethical testing practices including policies, responsibilities, and permissions.</p> <p>Contractor’s system should allow local educators and state staff to submit testing irregularities.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for irregularity reporting systems within vendor’s system and which configuration settings are customizable by state.</p>
CS.11.G.1	Concerning Test Response Alerts	<p>For all summative assessments including constructed response and technology items (hand-scored and/or scored electronically using an automated engine), Contractor’s scoring processes</p>

ID No	Task	Requirement
		<p>will allow for immediate identification of “sensitive” or “alert” papers according to OSPI’s specifications.</p> <p>“Alerts” must be detectable immediately and automatically by the test delivery system based on what students type into the test system. Any embedded feature that allows students to type text into the test engine must be able to detect alerts: this includes, but is not limited to, scratch paper, notepad, answer boxes for constructed response items. Further, scorers of student written responses must have a process to report alerts during the hand-scoring process.</p> <p>Contractor will provide a means of providing an electronic file of the student’s response immediately and securely to authorized district staff. Contractor will simultaneously notify OSPI that an alert has been sent to the district.</p> <p>OSPI’s current definitions of “sensitive paper” responses and associated review protocol are included in Exhibit O: Concerning Test Response Alerts-Examples.</p>
CS.11.G.2	Improper/Suspect Student Testing Outcomes	<p>When possible, Contractor’s system will identify any improper or suspect situation (e.g., cheating) and provide a means to share the information in question with OSPI.</p> <p>When directed, Contractor will support further sharing of suspect information with applicable district staff for purposes of investigating the situation.</p> <p>Contractor may be directed to proceed with scoring the student record but flag the data for additional validation steps. At any point in the scoring process, OSPI may communicate with Contractor to proceed with reporting the student results or be designated the test as “invalid.” This decision may be in response from investigation results provided by the LEA or other input.</p>
CS.11.G.3	Testing Incident Documenting & Tracking	<p>Test incidents are behaviors prohibited either because they give a student an unfair advantage or because they compromise test validity or score reliability. These incidents may include low risk (impropriety), medium risk (irregularity), or high risk (breach) behaviors. Whether intentional or by accident, a situation that falls into these categories constitutes a test incident that needs</p>

ID No	Task	Requirement
		<p>to be documented and reported by the district, whether being retained at local district-level or escalated to the state.</p> <p>Bidders are invited to propose a secure and interactive system for district staff to report to OSPI all applicable test incidents. The system should include a process for the Contractor’s help desk to address and respond to many of the submitted incidents or escalate the incident to OSPI. OSPI will use this system to address incidents and respond to districts.</p> <p>The system should not only allow districts to report incidents but also allow districts and OSPI to securely upload documentation as well as download summary information.</p> <p>Typically, the incidents that require the Contractor’s help desk or OSPI support are:</p> <ul style="list-style-type: none"> <li>• Reopen a test.</li> <li>• Invalidate a test.</li> <li>• Reset a test.</li> <li>• Restore a test.</li> <li>• Reassign a test.</li> </ul>
CS.11.H	“Off-grade” testing	N/A
<b>CS.12</b>	<b>Data Management</b>	<p>Before, during, and after each operational administration of WCAS, Contractor will provide for data processing and data verification activities by OSPI staff that is in accordance with the requirements described in Exhibit N: Data Management Series for existing OSPI data management rules, processes, and specifications.</p> <p>Bidder’s solutions to student data management must address in detail how interaction with OSPI’s current data system will be seamlessly integrated. Bidder’s solution will avoid the need for OSPI to develop workarounds.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for data management systems within vendor’s system and which configuration settings are customizable by OSPI.</p>

ID No	Task	Requirement
CS.12.A	Pre-Identification (Pre-ID) System	<p>For all summative assessments, Contractor will collaborate with OSPI to set the pre-identification business rules through which student enrollment information linked to expected assessment participation will be exchanged. Contractor’s pre-identification system must be compatible with OSPI’s Student Information System (SIS) plus accommodate data as defined by state’s data specifications document, as applicable. The OSPI will have final approval of the business rules established for each administration year. See Exhibit N: Data Management Series for file layouts.</p> <p>Contractor and OSPI staff will meet prior to each administration year to establish applicable business rules and set schedules for exchange of pre-identification and other enrollment information per the business rules supporting the applicable assessment.</p> <p>Contractor will guarantee collaboration for the inclusion of OSPI updates to the pre-identification/enrollment information (accounting for new or transfer students) and post-testing student file clean-up.</p> <p>Contractor’s pre-identification systems must provide the state and LEAs with the ability to generate pre-identification rosters sorted by school district, building, grade level, or classroom teacher.</p> <p>At a minimum, Contractor’s pre-identification system must support data collection and disaggregation that is consistent with state’s data management rules.</p> <p>If necessary to meet state or federal requirements, Contractor will provide state with the ability to add additional data elements, at no additional cost.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for Pre-ID systems within vendor’s system and which configuration settings are customizable by state.</p>
CS.12.B	Data Management (Record Reconciliation)	<p>Contractor will establish procedures, in concert with OSPI, to provide LEAs the opportunity to reconcile discrepancies in the collected student file prior to release of reports. The procedure would allow an early look at the General Research File (GRF) post-testing, but possibly prior to</p>



ID No	Task	Requirement
		<p>consolidation of scores, to ensure all students are accounted for and with the correct information.</p> <p>For all assessments, Contractor will make available to schools, within five (5) business days of receiving approval of the GRF from OSPI, an electronic display of individual student performance.</p>
CS.12.C	Score Files	Contractor will collaborate with OSPI on final review and approval of the score file prior to acceptance by the state. Upon OSPI approval of the final score file, Contractor will produce Family Score Reports (see CS.14.B below).
CS.12.D	Data Analytics/Forensics	<p>Contractor will provide estimates for conducting post-testing forensic procedures, following each administration, and provide analysis on collected data associated with response patterns at the student, classroom, school, and school district levels for purposes of identifying possible testing irregularities.</p> <p>Proposals must include forensic procedures conducted during testing to monitor student testing behaviors and detect testing irregularities including, but not limited to, student cheating, students taking too little time to answer test items, and student use/enabling of Universal Tools, Designated Supports, and Accommodations during testing. This is in addition to monitoring done during testing to detect Sensitivity Papers. Contractor would be responsible for providing a report post-administration on such procedures, in a format and at a level of detail to be jointly determined by Contractor and OSPI.</p> <p>These analyses must meet state requirements for Peer Review submission.</p>
<b>CS.13</b>	<b>Scoring</b>	<p>Following each summative administration of the WCAS assessment, Contractor will fulfill scoring activities in accordance with the requirements described in this RFP.</p> <p>Contractor's scoring processes will allow remote access by OSPI staff to view and run Washington-specific reports at any time during the scoring process, and/or participate in scoring, and/or monitor scorers, if necessary. Contractor must provide OSPI staff access to summative hand-scoring analytics to include but not limited to inter-rater reliability, validity paper scoring consistency, and score and condition code distribution during the scoring window.</p>

ID No	Task	Requirement
		<p>OSPI staff will also have the right to visit Contractor’s scoring facilities and attend all training sessions for scorers and scoring sessions.</p> <p>The Contractor’s process for scoring summative test items must incorporate adequate quality assurance checks to ensure accuracy of student scores.</p> <p>Selected Response Items – Contractor will provide electronic scoring of selected response items on all summative and interim assessments.</p> <p>Technology-Enhanced Items – Contractor will provide hand-scoring, automated scoring, or a combination of the two, for all technology-enhanced items.</p> <p>Constructed Response (Short Answer) Items – Contractor will provide human-rater hand-scoring for all constructed response items.</p> <p>Throughout all scoring processes Contractor will provide necessary security measures to ensure protection of individual student data and integrity of the items and scoring materials. In addition, Contractor’s electronic data collection, storage, and transmittal systems and any electronic systems used in scoring must be sufficiently protected from natural disaster.</p> <p>Contractor’s scoring process will incorporate, where applicable, OSPI’s established data specifications document (see Exhibit N: Data Management Series) to ensure accuracy of data. Should any questions regarding the scoring of student responses develop during the scoring process, OSPI will be allowed to review the unexpected student response with Contractor.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for scoring systems within vendor’s system and which configuration settings are customizable by state.</p>
CS.13.A	Machine Scoring	Machine scoring is a purposeful design expectation of state assessments that is consistent with selected response (e.g., multiple choice) items and specific technology enhanced items (items

ID No	Task	Requirement						
		<p>that are not multiple choice but allow for programming to recognize correct and incorrect responses).</p> <p>Bidder’s proposal is to provide evidence certifying overall accuracy and efficiency in scoring items as intended and consistent with the design intent of the assessment.</p>						
CS.13.B	Hand-Scoring	<p>For all hand-scoring processes, Contractor will demonstrate, to OSPI’s satisfaction, compliance with established hiring standards for all scorers and validate that the established hiring standards are consistent with accepted industry norms. Hand-scoring processes must include technically sound methods of training and qualifying scorers. Training materials will be identified by Contractor and will be provided to OSPI for approval. A virtual Operational Ranging will be held between OSPI content specialist and Contractor’s lead scorers/trainers to review, revise, and approve training materials. This meeting will occur at least one month prior to the beginning of scoring.</p> <p>Contractor’s hand-scoring process will incorporate ongoing checks for and controls against scorer error. Contractor must provide state staff access to hand-scoring analytics to include but not limited to inter-rater reliability, validity paper scoring consistency, and score and condition code distribution during the scoring window.</p> <p>Contractor’s hand-scoring process will provide for a minimum of a total of 15 percent blind double reads across all constructed response, performance, and technology items. In addition, Contractor’s hand-scoring process will provide for ongoing read-behinds by experienced personnel and any necessary retraining to ensure scorer accuracy. At a minimum, Contractor will ensure the following agreement rates for each scoring event:</p> <table border="1" data-bbox="667 1227 1243 1386"> <thead> <tr> <th data-bbox="667 1227 953 1308">Score Point Range</th> <th data-bbox="953 1227 1243 1308">Exact Agreement Standard</th> </tr> </thead> <tbody> <tr> <td data-bbox="667 1308 953 1349">0-1</td> <td data-bbox="953 1308 1243 1349">90%</td> </tr> <tr> <td data-bbox="667 1349 953 1386">0-2</td> <td data-bbox="953 1349 1243 1386">80%</td> </tr> </tbody> </table>	Score Point Range	Exact Agreement Standard	0-1	90%	0-2	80%
Score Point Range	Exact Agreement Standard							
0-1	90%							
0-2	80%							

ID No	Task	Requirement
CS.13.C	Automated Electronic Scoring	<p>If Contractor utilizes automated scoring to score technology-enhanced items, the protocol for scoring will incorporate procedures to ensure that scores assigned electronically are consistent with scores that would be assigned using traditional hand-scoring procedures. Contractor's scoring procedures will include a human second read for a minimum of 15 percent of student responses. These second reads will occur outside of the 2,000 responses scored to calibrate the scoring engine. If scoring accuracy falls below specified agreement rates, Contractor will recalibrate the scoring engine.</p> <p>OSPI is interested in exploring automated scoring for summative tests items where students type a text-based response. Automated scoring, and any supporting applications or systems, are not a requirement of this solicitation, and will not be part of any selection process for award of contract. Bidders may include automated scoring of summative items in their proposal as an optional add on. Any Contractor costs associated with automated scoring for constructed response items on summative tests should be indicated in Exhibit K: Cost Summary. Bidders that propose using automated scoring will provide documentation that supports the process of using automated scoring. This must include a protocol to ensure that scores assigned by automated scoring are consistent with scores that would be assigned using human-rater hand-scoring procedures and evidence that automated scoring meets or exceeds the accuracy observed by human-rater hand-scoring. If automated scoring is implemented for the WCAS, Contractor will conduct scoring monitoring during the use of automated scoring and provide access for OSPI staff to monitor that scoring process as well. Bidders will also provide communication materials designed to inform stakeholders including, but not limited to, state and local policy makers, school and district administrators, classroom teachers, families, and students on the use, efficacy, rationale, etc. of automated scoring for summative tests.</p> <p>OSPI will review and concur with findings within the documentation before automated scoring may be used with OSPI's program.</p>

ID No	Task	Requirement
		Contractor’s scoring process will incorporate established data specifications consistent with ELA and mathematics (see exhibit N: Data Management Series) to ensure accuracy of data.
<b>CS.14</b>	<b>Reporting</b>	<p>Bidder’s proposal will detail fulfilling the reporting specifications identified in the open-source Smarter Balanced Reporting System (SRS) and will explain how the Bidder will implement the requirements described in section CS.14.A below as well as the specifications detailed on the <a href="#">Smarter Balanced Service Provider Support</a> website. The site provides resources and materials supporting Contractors working to implement Smarter Reporting.</p> <p>Bidders are welcome to also propose a proprietary reporting system, as described in sections CS.14.B and CS.14.C below, detailing how it will meet this RFP’s identified needs. Proposals that include a proprietary reporting system will include specifics on the risks and benefits of that solution.</p> <p>Final determination of the reporting solution to be used will be at the sole discretion of OSPI and will be established during contract negotiations.</p> <p>For proposal purposes, Washington uses Washington-specific test design and cut scores. Washington has defined Washington-specific Achievement Level Descriptors for reporting, examples of which are available on the <a href="#">State Testing Scores and Reports webpage</a>.</p> <p>Online Reporting systems must provide student participation and performance data displays and reports on summative tests for state staff, school and district staff, and families. Reports are tailored to the intended audience, usually by user role. Data displays and reports are available on both individual students and student groups, unless otherwise noted. Participation and performance data displays and reports include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Identifying student information.</li> <li>• Scale scores.</li> <li>• Achievement levels.</li> <li>• Reporting Areas.</li> </ul>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• Descriptive and results-interpretation text that describe and support the interpretation of student score results within the context of state testing.</li> <li>• Longitudinal student performance.</li> </ul> <p>Contractor will be responsible for producing Braille and Large Print Family Reports upon request by OSPI.</p>
CS.14.A	Implementing SRS	<p>Proposals will indicate how the bidder’s system supports OSPI’s use of the Smarter Reporting System. Proposals will identify costs and timeline(s) associated with supporting OSPI’s use of the Smarter Reporting System.</p> <p>Proposals will identify any risks associated with bidder’s systems supporting OSPI’s use of the Smarter Reporting System as well as strategies the bidder could take to mitigate such risks. For example, acknowledging the frequency and timing of Smarter Balance global maintenance downtimes.</p> <p>Proposals must describe how the bidder’s systems complies with industry-standard practice for privacy of student test results transferred to and displayed within the Smarter Reporting System.</p>
CS.14.B	Proprietary Reporting System	<p>If bidder’s proposal includes the use of a proprietary system, the proposal must provide sufficient documentation and examples of the proposed reporting system for OSPI to determine the functionality and features of that system. For a proprietary reporting system, the bidder’s proposal must:</p> <ul style="list-style-type: none"> <li>• Include system configurations, specifications, and support documentation (e.g., user guides) for each system within the bidder’s system.</li> <li>• Identify the level(s) of users available. Proposals will identify the configuration, by user role/type, for access to data displays and reports and to creating student groups (if possible, within the bidder’s proposed system).</li> <li>• Include examples of available data displays and reports from the reporting system for summative assessments. Details should include which data displays are available within the reporting system and which reports can be exported or printed from the system, including the format of export and printing. Identify which elements of the data displays and reports are customizable. In addition, Proposals must highlight reports that are</li> </ul>

ID No	Task	Requirement
		<p>specifically designed to communicate student test results to families (hereafter referred to as "Family Report").</p> <ul style="list-style-type: none"> <li>• Identify translation options for data displays within the reporting system and translation options for exported/printed reports from the system. Include whether the translation options are "on-demand" or "static" translations; if that varies by data display, report, or parts of those data displays or reports, proposals should identify that variability.</li> <li>• Include risks and benefits of the proprietary solution.</li> <li>• Include implementation costs.</li> <li>• Identify flexibility to use the proprietary reporting system for additional content areas beyond science.</li> <li>• Include a plan to import historical summative data from spring 2022, spring 2023, and spring 2024 into the bidder's proprietary reposting system. The specifics of the data file to be imported would be established during the planning for the spring 2025 administration.</li> <li>• Demonstrate the ability to embargo summative test results until such time that OSPI staff determine they are appropriate to release. Demonstrate flexibility available in releasing that embargo, with the ideal being that results for individual content areas at individual grade levels can be released from embargo individually. For example, OSPI could release grade 5 science results without having to release any other grade-level science results. Additionally, it is ideal if results for individual students can be released separately from student-group, aggregate results.</li> </ul> <p>If the proposed proprietary reporting system has an interpretive guide, bidders will include that in their proposal. Bidders will identify which aspects of the interpretive guide are customizable by OSPI. If no such interpretive guide exists, proposals will identify what, if any, modifications to the proposed reporting system would be needed for OSPI to load an OSPI-developed interpretive guide into the reporting system.</p> <p>Online reporting systems must comply with industry-standard practices for the privacy of student test records, including but not limited to allowing access to student test records only to</p>

ID No	Task	Requirement
		<p>the appropriate school and district staff. Proposals must describe how the bidder's proprietary reporting system maintains the privacy of student test results. Situations common in Washington that may be specifically addressed in the proposal may include:</p> <ul style="list-style-type: none"> <li>• School and district staff only have access to student test results, including test results from previous years, for the times that the student is enrolled in their school or district (e.g., for a student who takes the grade 5 summative test in School A, moves to School B and takes the grade 8 summative test in School B, educators in School A should only have access to the student's grade 5 test results (taken in School A) and not have access to the grade 8 test results (taken in School B). However, educators in School B should have access to both the student's grade 5 and grade 8 test results).</li> <li>• Allow for dual-enrolled students (i.e., students who are enrolled in two different schools and/or districts simultaneously) to have their test results seen by educators in both school and/or district in which the student is enrolled (clarification: this is different than the previous bullet which describes a student who is only enrolled in a single school and district at a time, not dual enrolled).</li> <li>• Teachers only have access to their classroom student's historical test results up to, not beyond, the current school year (e.g., an 8th grade teacher can see 5th and 8th grade test results for their 8th grade students, both while the student is in 8th grade as well as after the student has moved on to 9th grade and beyond. But that 8th grade teacher cannot see that student's 11th grade test results).</li> </ul> <p>Each year Contractor will coordinate with OSPI to produce up to two (2) Sample Family Reports for different grade levels. The sample reports will be ADA accessible and ready for OSPI or Contractor to post publicly on either an OSPI webpage or Contractor's Portal no later than June 1. These Sample Family Reports will adhere to the same specifications as the Family Reports accessible by school and district staff within the proprietary reporting system.</p> <p>Contractor and OSPI will collaborate on a yearly UAT cycle of every system within the Contractor's reporting system. Proposals should include a proposed schedule for UAT of all</p>



ID No	Task	Requirement
		bidder's proprietary systems related to reporting; the specifics of the UAT schedule will be established collaboratively with OSPI.
CS.14.C	Reporting Add-ons	<p>OSPI is open to other options for Family Reports beyond a printable report (e.g., videos). Bidders may include those additional options in their proposal.</p> <p>OSPI invites bidders to propose a family portal solution that would allow for the secure transmission of static and/or personalized video Family Reports, as well as other assessment-related family information, directly from the Contractor to individual families. Proposals should include detailed information about how student test result and identifying information security is managed and maintained within such a family portal solution.</p> <p>Bidder's may also propose a family-focused resource that is non-secure or does not rely on secure individual student-identifying information. For example, a portal that has a video that is the same for all students who have similar overall test performance that can be shared with families.</p> <p>All videos created under contract for OSPI must follow the <a href="#">OSPI Videography Style Guide</a> and become the property of OSPI. Bidder's cost proposal must include all associated costs for state consideration.</p>
CS.14.D	Psychometrics	<p>Contractor will provide technical documentation to support OSPI's case for of the validity and reliability of test scores and fairness of testing.</p> <p>Contractor will provide all psychometric leadership and support necessary to complete required test form build—both online and paper—field testing, data review, scoring, and reporting as required.</p> <p>Because WCAS is a fixed-form test, Contractor will be responsible for supporting the development of each year's test form for the WCAS. Contractor's psychometrician will work together with OSPI staff to select science stimuli and test items for the grades 5, 8, and 11 operational test forms, both online and paper, each year of the contract. This includes multiple</p>

ID No	Task	Requirement
		<p>rounds of review between OSPI staff and the psychometrician, scheduled jointly between the Contractor and OSPI staff and managed by Contractor staff, where OSPI staff provide initial item and stimulus selection to the psychometrician and the psychometrician runs statistical analyses on each form, provides feedback to OSPI staff on how well the form matches expected psychometric parameters (including, but not limited to, difficulty match between the form being developed and previous years' form difficulty, consistency with parameters established in 2018, match to test blueprint), and provides suggestions for item replacements (as needed) for improving those psychometric parameters.</p> <p>The Contractor will ensure that each year's forms meet or exceed the content and technical standards established by <i>The Standards for Educational and Psychological Testing</i>, published jointly in 2014 by the American Educational Research Association, the American Psychological Association, and the National Council on Measurement in Education, and any subsequent revisions. Additionally, the Contractor will ensure that each year's forms meet or exceed the requirements of the United States Department of Education's Peer Review process for state standards and assessments.</p> <p>Contractor will be responsible for the psychometric quality of each WCAS administration and provide necessary activities and analyses, such as a sampling procedure for field testing, individual test form assembly, scoring, and reporting as required. In addition, the Contractor will provide psychometric support for the following specific research services:  Contractor will provide evidence of validity of any allowable accommodations.  Contractor will provide reliability assurances and documentation on content validity of the assessments.</p> <p>Contractor will be responsible to support two (2) OSPI-requested psychometric studies during each year of the contract, at the direction of OSPI. These psychometric studies would support purposes such as:  Greater transparency of how test results are generated.  Greater data and understanding of student learning as measured by state tests.</p>

ID No	Task	Requirement
		<p>Information to inform possible changes to the test program. Supporting Peer Review submissions.</p> <p>Bidder’s proposal should provide examples of studies that might support these purposes. OSPI and Contractor would jointly collaborate to determine which studies to conduct each year and the actual costs, staff support, and timelines for each.</p>
CS.14.D.1	Scaling	<p>Vendor will use the scale established during the 2018 administration, achievement level setting, and subsequent psychometric reviews. For this scale:</p> <ul style="list-style-type: none"> <li>• The cut between Level 1 and Level 2 is 650 for all grades.</li> <li>• The cut between Level 2 and Level 3 is 700 for all grades.</li> <li>• The cut between Level 3 and Level 4 is determined psychometrically based on the operational administration and may be different for each grade.</li> </ul> <p>Scaling will result in a single score reflecting student performance relative to the standards reflected in the applicable test blueprint.</p>
CS.14.D.2	Growth Reporting	N/A
CS.14.D.3	Technical Reporting	<p>Technical reports will be required for each summative administration year. The state’s technical reports will provide details of the current year’s participant data and item statistics (as applicable), the applied administration and scoring procedures, and, as applicable, procedures for determining achievement level descriptors (ALDs), inclusive of the ALD definitions, or a synopsis of earlier determination of applicable achievement level descriptors. The technical report must include a narrative description of summative test selection (where applicable), as well as data to support the technical integrity of the summative assessments.</p> <p>At a minimum, the Contractor’s technical reports must provide all technical data consistent with the <i>State’s Guide to the U.S. Department of Education’s Assessment Peer Review Process and the Standards for Educational and Psychological Testing</i>, published jointly in 2014 by the American Educational Research Association, the American Psychological Association, and the National Council on Measurement in Education.</p>

ID No	Task	Requirement
		<p>Contractor will deliver an annual technical report that includes, but is not necessarily limited to details addressing, as applicable:</p> <ul style="list-style-type: none"> <li>• Test blueprint and specifications.</li> <li>• Test build.</li> <li>• Item development and assessment construction processes.</li> <li>• Field testing procedures, sampling methodologies, and resulting data.</li> <li>• Scaling and equating methodologies.</li> <li>• Information pertaining to content and bias reviews.</li> <li>• Item statistics.</li> <li>• Student participation.</li> <li>• Student assignment of embedded and non-embedded supports.</li> <li>• Student use of embedded supports.</li> <li>• Reliability and validity measures.</li> <li>• Quantitative and qualitative readability indices.</li> </ul> <p>Specific technical information for summative assessments will also include:</p> <ul style="list-style-type: none"> <li>• Determination that decisions regarding student skills and abilities that are based on the results of the assessments are consistent with the purposes for which the assessments were designed.</li> <li>• Determination that item interrelationships are consistent with the test’s framework.</li> <li>• Determination that the test and item scores are related to internal or external variables as intended.</li> <li>• Documentation of reliability of test scores and conditional standard error of measurement. The accuracy and consistency of student classifications at each and combined achievement levels.</li> <li>• Evidence of generalizability for all relevant sources, including variability of groups, internal consistency of item responses, variability among schools, consistency from test form to test form, and inter-rater consistency in scoring.</li> <li>• Documentation that accommodations for students with disabilities yield valid and reliable scores.</li> </ul>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• Documentation of student testing metrics, including but not limited to student testing times, student participation counts, and accommodations assignment to and usage by students. These metrics will be presented for both the entire student population at each grade level as well as disaggregated out by student groups at each grade level.</li> <li>• Classical statistical analysis including, but not limited to, Differential Item Functioning (DIF) for both operational and field test items, Item response Theory (IIRT) for both operational and field test items, Scale Scores, and Achievement level summaries. These analyses will be presented for both the entire student population at each grade level as well as disaggregated out by student groups at each grade level.</li> <li>• Documentation that accommodations for English Language Learners yield valid and reliable scores.</li> <li>• Documentation of steps to ensure fairness in development of assessments (to include bias review, differential item functioning analysis, and impact statistics) relative to all subgroups.</li> <li>• Documentation of consistency of test forms over time.</li> <li>• Documentation of consistency in scoring of assessment items.</li> <li>• Technical support for combining scores of students with disabilities who have been administered assessments with accommodations with those of students who have taken the assessments under standard conditions.</li> <li>• Technical support for combining scores of English Language Learners who have been administered assessments with accommodations with those of students who have taken the assessments under standard conditions.</li> <li>• A very brief statement at the end of each chapter summarizing the work described.</li> </ul> <p>By December 1 of each completed administration year, Contractor will provide state with an electronic copy of the technical report for the previous year's test administrations, with rollover revisions, for OSPI review. Revisions will be managed through rounds of review between OSPI and Contractor, a schedule for which will be jointly developed by OSPI and Contractor and managed by Contractor. Contractor will be responsible for applying requested updates from</p>

ID No	Task	Requirement
		state. No later than subsequent February 1, a final copy of the report will be provided to OSPI by Contractor. OSPI holds final approval of technical report.
CS.14.E	General Research File	<p>Contractor will provide the state with a General Research File (GRF) following each assessment administration window. For the Spring summative assessments, Contractor will provide final GRFs for the applicable assessments by July 1 (or the preceding business day if July 1 falls on a weekend). Data will be in a fixed record length text file or comma separated value (CSV) file. Data will be provided in accordance with the state’s approved data specifications document as described herein, refer to Exhibit N: Data Management Series.</p> <p>As part of the data transfer to OSPI, Contractor will provide actual test counts for an administration broken out by content and grade.</p>
CS.14.F	Request to View	<p>Contractor will support OSPI in providing parents/guardians/family access to view applicable student records consistent with the Family Educational Rights and Privacy Act (FERPA). Contractor will devise secure electronic processes to present, upon request, student responses to administered tests for parent review.</p> <p>Reviews will occur at the local district location, conducted by district staff. Contractor’s system must be intuitive enough to be navigable by district staff in support of this review. Proposal must describe how secure information for access and viewing of student tests will be provided to and accessed by district staff. Proposal must include guidance for district staff to manage the viewing system, and Contractor must coordinate with state staff to update said guidance as needed.</p> <p>OSPI will approve processes and will work with Contractor to construct an accompanying timeline to fulfill viewing requests. The established timeline must include the FERPA requirement for responses to parents within 45 days of receipt of the request (by the parent or family).</p> <p>The Contractor will create a package to electronically send to the District Test Coordinator (DC) with the following materials:</p> <ul style="list-style-type: none"> <li>• Cover memo (personalized to include requestor information).</li> </ul>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• RTV Guidelines.</li> <li>• Viewing System Guidelines.</li> <li>• Requestor Certification Form.</li> <li>• Scored Response Summary for each test requested.</li> <li>• Secure test booklet digital image (for paper tests only).</li> </ul> <p>Refer to OSPI <a href="#">Guidelines for Access to Student Assessment Material for the Washington Comprehensive Assessment Program</a> for additional information.</p>
CS.14.G	Score Appeals	N/A
<b>CS.15</b>	<b>Interim Assessments K–12</b>	N/A
CS.15.A	Interim Assessment Delivery	N/A
CS.15.B	Interim Assessment Reports	N/A
CS.15.C	Interim Assessment User Interface	N/A
CS.15.D	Interim Assessment Test Engine	N/A
CS.15.E	Interim Assessment Technology, Training, and Customer Support Services	N/A
<b>CS.16</b>	<b>Tools for Teachers</b>	N/A
CS.16.A	Tools for Teachers Single Sign-On	N/A
<b>CS.17</b>	<b>Supporting Services</b>	<p>All meetings, inclusive of the kick-off and annual planning meetings, the Contractor will:</p> <ul style="list-style-type: none"> <li>• Propose Contractor staffing to support all meetings on a defined schedule.</li> </ul>

ID No	Task	Requirement
		<ul style="list-style-type: none"> <li>• Work with OSPI to identify required and optional attendees.</li> <li>• Collaborate with OSPI to determine dates, times, and convening location.</li> <li>• Conduct virtual meetings via MS Team, Zoom, or similar platforms when appropriate and with OSPI approval.</li> <li>• Coordinate calendars and be responsible for sending and updating meeting invites.</li> <li>• Prepare and distribute meeting materials (e.g., agenda, supplies, sign-in sheet, etc.)</li> <li>• Electronically post meeting-specific and supplemental materials for review by OSPI, before and after each meeting, in Adobe PDF, Microsoft Word, or Microsoft Excel format to a secure site according to mutually agreed upon specifications and timelines.</li> <li>• Document meeting conversations, action items, decisions, and outstanding questions discussed. This should occur in real time during the meeting allowing OSPI to review and revise as needed.</li> <li>• Compensate school districts for substitutes or participants not on a contract in accordance with <a href="#">RCW 28A.300.802</a>, unless otherwise specified. For the purpose of this RFP, the bidder should estimate \$250 per day/per participating educator.</li> <li>• Assume costs associated with establishing and setting up virtual meetings.</li> </ul> <p>All in-person meetings will take place in Washington. Contractor will be responsible for the support and logistics management of in-person meetings. In-person support and logistic requirements are as follows:</p> <ul style="list-style-type: none"> <li>• In collaboration with OSPI, Contractor will identify appropriate facilities and necessary equipment for the meetings.</li> <li>• Contractor will reserve agreed upon meeting facilities and required equipment.</li> <li>• Contractor will provide meals and refreshments during in-person meetings, when appropriate.</li> <li>• In collaboration with OSPI, Contractor will prepare communication and when appropriate, communicate directly with meeting participants to determine most cost-effective travel requirements.</li> <li>• Contractor will reimburse committee/advisory participating members for any applicable mileage, meals, lodging, or other travel-related expenses in accordance with <a href="#">Washington</a></li> </ul>



ID No	Task	Requirement
		<p><a href="#">Travel Management Requirements and Restrictions</a> established by the Office of Financial Management.</p> <ul style="list-style-type: none"> <li>• In the instances where committee/advisory participating members qualify for air travel or lodging, Contractor will provide a direct bill option and committee member reimburse process.</li> <li>• The Contractor will be responsible for all expenses, including travel expenses, incurred by the Contractor’s personnel to attend or participate in all meetings.</li> <li>• No OSPI staff travel reimbursement will be required by the Contractor.</li> </ul>
CS.17.A	Kick-Off/Planning Meeting	<p>By no later than seven (7) calendar days after the effective date of the contract, the Contractor will work with OSPI to schedule an initial planning or kick-off meeting, in a city designated by OSPI. The meeting will include no more than 15 OSPI staff and other designees, as determined by OSPI. The meeting purpose will be to discuss the required program specific services, review the Contractor’s work plan and implementation schedule, and obtain specific information, data, criteria, and/or instructions necessary to finalize the Contractor’s work plan. This meeting will be a one-to-two-day activity.</p>
CS.17.B	Annual Meetings	<p>Contractor will convene an in-person annual planning meeting. The site for this annual meeting will be designated by OSPI and will include no more than 15 staff from the state. The purpose of this meeting will be to ensure details associated with program fulfillment are addressed and scheduled for completion. This meeting will be a one-to-two-day activity.</p> <p>WCAS scoring and field testing requires additional annual scoring and data meetings. These meetings include:</p> <ul style="list-style-type: none"> <li>• Content Review with Data work group (see section CS.2.A for details).</li> <li>• Field Test Rangefinding work group (see section CS.2.B for details).</li> <li>• Operational Rangefinding meeting (see section CS.13.B for details).</li> <li>• Field Test Rubric Validation meeting (see section CS.2.C for details).</li> </ul>

ID No	Task	Requirement
		<p>In preparation for these meetings, OSPI and Contractor will coordinate meeting details, attendee list, facilitator roles of the actual meeting, and post-meeting activities that prepare the items and systems for the next meeting. OSPI staff have developed guidelines for these meetings for Contractors to follow, and these will be provided to the Contractor during a kick-off meeting.</p>
CS.17.C	Advisory Meetings	<p>Throughout the course of a year (timing determined by OSPI), both national and state level advisory committees are convened. These advisory committees provide advice and/or feedback regarding the state’s assessment programs.</p> <p>OSPI will establish committee membership and provide member contact information to the Contractor for the two following advisory committees:</p> <p><b>National Technical Advisory Committee (NTAC) Meetings</b>  Washington’s (OSPI’s) National TAC is a six-member committee comprised of assessment and psychometric experts. This committee meet virtually between two and four times per year for up to 10 hours each time, inclusive of preparation time. OSPI may convene one of these meetings in-person for one eight-hour day, excluding unpaid travel time.</p> <p>The Contractor will manage the National TAC member personal service contracts to pay members an hourly rate (currently \$187.50) for each meeting.</p> <p><b>State Technical Advisory Committee (STAC) Meetings</b>  Washington’s (OSPI’s) State TAC is an eight-to-ten-member committee comprised of LEA staff responsible for district implementation of assessment programs. This committee meets virtually four times each year, with the possibility of one of these meetings held in-person for one eight-hour day. Committee members are reimbursed by the Contractor for travel-related expenses.</p> <p>No personal service contracts are required for State TAC members.</p> <p><b>OSPI Staff</b></p>

ID No	Task	Requirement
		<p>In the event advisory meetings are held in-person, in addition to advisory committee members, Contractor must also include meals associated with the meeting for up to 10 OSPI staff.</p>
CS.17.D	Recurring Scheduled Meetings	<p>Contractor will plan and coordinate weekly or biweekly virtual meetings with OSPI to review dates, discuss deliverables, milestones, current issues, test administration, psychometrics, content development, future events, contract matters, and other ad hoc topics.</p> <p>Contractor will designate appropriate personnel, including subcontractors or third-party vendors, to participate in established recurring meetings as needed.</p> <p>Contractor will be responsible for scheduling and setting up the meetings, working collaboratively with OSPI to develop mutually agreed upon agendas, facilitating meetings, taking notes, and provide timely meeting minutes within 24 hours.</p> <p>Contractor will be available to meet virtually with the OSPI on an as needed basis, outside of the recurring meetings.</p>
CS.17.E	Record Maintenance	<p>For the duration of the contract, the Contractor will maintain all documentation related to the WCAS program. Specific to WCAS development, review, and field testing of test items this documentation includes but is not limited to filed test statistics, demographics of the personnel involved in item reviews, training materials, and agenda. Upon request, the Contractor will provide OSPI with an electronic copy of any such documentation.</p> <p>Contractor will comply with <a href="#">OSPI Records Retention Schedule, Section 2: Assessment Administration and Development</a>.</p> <p>For records retained beyond the contract period, the Contractor will electronically transfer all documentation to OSPI.</p>

**Table 13: WA-AIM Alternate State Assessment (Grades 3–8 and 10–11 in ELA, Mathematics, and Science Requirements)**

ID No	Task	Requirements
<b>WA.1</b>	<b>Test Delivery</b>	<p>The Contractor will provide the WA-AIM alternate assessment in ELA, mathematics, and science for Washington students with significant cognitive disabilities enrolled in grades 3–8 and 10–11.</p> <p>Contractor will collaborate with OSPI to complete full sets of test items for all Performance Tasks (Testlets) in ELA, mathematics, and science if needed.</p>
WA.1.A	WA-AIM Item Library	Contractor will facilitate the ingestion of all existing testlets, including graphics, rubrics, and existing accommodation supports from Washington’s current service provider.
WA.1.B	Item Development	<p>OSPI is committed to the creation of anti-racist content and items. Bidder’s plan should include examples of how this objective will be met during the development process.</p> <p>Contractor will develop 100 items to be added to the item library annually. Items will cover across all grade levels and content area as directed by OSPI.</p> <p>Contractor will be responsible for acquiring all licensing arrangements that grant access to materials created and owned by third parties for WA-AIM, if necessary. WA currently uses the Copyright Clearance Center Student Assessment License for obtaining permission to create adaptations for passage-based items.</p>
WA.1.B.1	Bias and Sensitivity Item Review	Bidder’s plan must include bias and sensitivity reviews of all items developed as a result of fulfilling WA.1.B Item Development requirement.
<b>WA.2</b>	<b>Field Testing</b>	Contractor will propose a plan to field test new items.
WA.2.A	Content Review with Data Work Group	Requirements will be determined based on negotiated plan details proposed by Bidder.
WA.2.B	Field Test Ranging Work Group	Requirements will be determined based on negotiated plan details proposed by Bidder.

ID No	Task	Requirements
WA.2.C	Field Test Rubric Validation	Requirements will be determined based on negotiated plan details proposed by Bidder.
<b>WA.3</b>	<b>Accommodations</b>	If there is a student interface, Contractor should provide all the same accommodations that are available for the general assessment.
WA.3.A	Print on Demand	Contractor's interface must allow flexible download and/or printing features including cluster, form, or single item options. Downloads must be in a format to allow local braille and embossing.
WA.3.B	Paper-Pencil Forms	If the Contractor is proposing a student interface, then the option to have paper/pencil forms must be available.
WA.3.C	Braille and Large Print (Online)	If the Contractor is proposing a student interface, then the option to have braille and large print (online) must be available.
WA.3.C.1	Braille On Demand/Zoom	If the Contractor is proposing a student interface, then the option to have braille on demand and zoom must be available.
WA.3.C.2	Braille and Large Print Testing Materials (Paper version)	If the Contractor is proposing a student interface, then the option to have braille and large print testing materials (paper version) must be available.
WA.3.D	Assistive Technology	Contractor must identify common assistive technologies compatible with proposed system.
WA.3.E	Glossaries/Word List	If the Contractor is proposing a student interface, then the glossaries and word lists must be available.
WA.3.F	Translations	If the Contractor is proposing a student interface, then translations must be available.
<b>WA.4</b>	<b>Practice Tests</b>	If the Contractor is proposing a student interface, then practice tests must be available.
<b>WA.5</b>	<b>Training Tests</b>	If the Contractor is proposing a student interface, then training tests must be available.
<b>WA.6</b>	<b>Test Engine</b>	Contractor will provide a secure, technology-based assessment delivery system (test engine) meeting the WA-AIM specifications detailed within this section.  Contractor's test delivery system may be a student interface or teacher interface.

ID No	Task	Requirements
		<p>Contractor’s system will allow educators (or students, if proposing a student interface) to capture student responses, either original or transcribed. Bidder's proposal will identify the elements of such a system to support the capture of aspects of the administration that may include, but not be limited to, adaptations, materials used, and accommodations made.</p> <p>Contractor’s test delivery system must include an item library accessible by LEA users with usernames and passwords throughout the school year.</p> <p>Contractor’s test delivery system will allow status monitoring at the form level by state, district, school, and TA users.</p> <p>Bidder’s proposal will include a plan for state staff to engage in User Acceptance Testing (UAT) supporting each system for each administration year roll-out. The specifications of activities done during UAT—both by the vendor and by state staff—will be jointly developed by the vendor and state staff. UAT must be scheduled to occur at a reasonable time of year to ensure smooth and effective introduction of any system updates or additions for school and district familiarization prior to the start of annual testing.</p> <p>Bidder should propose a projected schedule to achieve this aim, with an understanding that scheduling will remain fluid to any given year’s system updating. Actual UAT dates will be set on an annual basis at regularly scheduled planning meetings.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for secure test systems within vendor’s system and which configuration settings are customizable by state.</p>
<b>WA.7</b>	<b>Availability &amp; Capacity</b>	<p>Bidder must demonstrate the performance and reliability (e.g., addressing load and surge capacity) of its proposed test engine for use during testing times outlined in the RFP, inclusive of information about peak operating days and weeks, with applicable load.</p>

ID No	Task	Requirements
		<p>Load capacity is to detail the test engine’s maximum student participation that can be supported before system performance would experience possible performance degradation.</p> <p>Surge capacity is to detail other potential system interactions or the commencement of other system interfacing (if any) that might lead to performance degradation.</p> <p>A proposal should reflect a Bidder’s current client demand and implications or contingencies. A proposal will include explanations on how conflicting demands will not impact proposed services for OSPI. Bidder will include explanations and redundancy details on how conflicting demands will not impact proposed services. Additionally, Bidder must demonstrate, through inclusion of system specifications that the test engine has the capacity to meet the demands of OSPI and all other client testing contracts the Bidder holds.</p>
<b>WA.8</b>	<b>Technology Readiness</b>	<p>Contractor’s minimum technology requirements are to be consistent with the minimum technology requirements stated in this RFP. Refer to links in Exhibit M: Smarter Balanced Resources for further details on technology requirements. Individual LEAs will be responsible for ensuring local technology capacity to administer assessments online. Contractor will provide guidelines, and where applicable, tool(s) for LEAs to use in verifying readiness for conducting online assessments. Such tool(s) must function within Windows-based, Mac OS-based, and Linux-based hardware and operating systems, and must, at a minimum, address the following:</p>

ID No	Task	Requirements
		<ul style="list-style-type: none"> <li>• Proper configurations of network devices to ensure network connectivity from within the school district/building to internet locations required for testing.</li> <li>• Capacity of hardware for use in online testing (minimum workstation specifications, minimum bandwidth requirements, percent of bandwidth utilization at school/district levels).</li> <li>• Evaluation of the maximum number of concurrent assessments to be administered at each school.</li> <li>• Ability to quickly support rolling operating system releases.</li> </ul> <p>In cooperation with OSPI, Contractor will develop guidelines for schools to access and use the provided tool(s) using sample data at times during the school day that will closely replicate the operational testing environment. In addition, Contractor will provide a methodology for validating that schools have completed the necessary steps for ensuring technological readiness to administer the assessments.</p> <p>By September 15 of each school year, Contractor will provide a complete training program to orient administrators, proctors/test administrators, and teachers to the online testing environment and supporting systems use. The training program will provide access to a catalog of existing modules or other such training formats specific to Contractor’s systems.</p>
<b>WA.9</b>	<b>System Security</b>	<p>Contractor will communicate routine maintenance for upgrading their system infrastructure.</p> <p>Contractor’s test engine will provide advanced security protocols and techniques to protect both test content and student data. General security requirements will include:</p> <ul style="list-style-type: none"> <li>• Student access control to the testing interface with student authentication generated through a secure administrative system.</li> <li>• Administrator access control including administrative authentication to gain access to administer tests, view/maintain student data, and access student performance reports.</li> </ul>



ID No	Task	Requirements
		<ul style="list-style-type: none"> <li>System checks that evaluate each user’s access privileges at log-in and automatically disable or enable client functions based upon the user’s profile.</li> </ul> <p>Steps to maintain strict security of test content and student data include:</p> <ul style="list-style-type: none"> <li>Security of test content will be device specific and device appropriate.</li> <li>Only valid authentication information may enable test content to be decrypted to a viewable format.</li> </ul> <p>Test content accessed via valid authentication information must be displayed only while the student is taking the test. Upon completing the test, any decrypted test content must automatically be removed from any systems outside of the host systems.</p> <p>Cached content cookies are secured, managed, and purged.</p> <p>All transmissions of student data must occur over secure network connections that utilize authentication and encryption technologies.</p> <p>Device Security During Testing – When using any approved devices, decrypted test content must be protected through control of the desktop computer while students are testing. Access to other applications or websites must be disabled or disallowed while a test is being accessed except in cases where assistive technology will be available to students during testing; this is referred to as “permissive mode” and must be able to be enabled on a per-student basis. Strict controls must be maintained over operating system functionality, printing, copy and pasting, screen captures, keyboard shortcuts, right-mouse clicks, or other functionality that could compromise test content.</p>
<b>WA.10</b>	<b>Assessment Delivery System &amp; User Interface Interoperability</b>	<p>Contractor will provide a web-based interface for state, district, and building-level users to initiate, store, submit, review, and revise student submissions for processing and scoring.</p> <p>Interface will accept nightly student data files from OSPI for registration into system.</p> <p>Interface must allow student and assessment data transfer to new locations, including district, school, or test administrator at any time in assessment window.</p>

ID No	Task	Requirements
		<p>If bidder proposes a student interface, Contractor’s online administration platform must accommodate the system requirements specified earlier that support the administration of ELA, mathematics, and science assessments.</p>
WA.10.A	User Role Management	<p>Contractor’s system will allow flexibility for OSPI to apply greater restrictions—by user role—to the following administrative users’ rights:</p> <ul style="list-style-type: none"> <li>• Ability for administrative users to view and edit student accessibility (accommodation) and demographic information entered as part of the pre-identification process.</li> <li>• Ability for administrative users to hand-enter student records prior to or at the time of testing.</li> <li>• Capability to maintain both student-specific data fields and test-specific data fields.</li> </ul>
WA.10.B	Test Management	<p>Bidder’s proposal will provide system specifications and identify the configuration for test management systems within vendor’s system and which configuration settings are customizable by state.</p>
WA.10.C	Test Engine Performance Reliability	<p>Contractor’s test engine will demonstrate the robustness and reliability to meet state needs across multiple assessments and formats. Contractor will ensure that the test engine:</p> <ul style="list-style-type: none"> <li>• Accommodates up to sixty-five hundred (6500) simultaneous Washington test administrations.</li> <li>• Can safeguard against catastrophic events (proposals are to include a complete Contingency Plan for disaster prevention that include processes detailing system redundancy and recovery).</li> <li>• Is available to school districts during the entire testing window, the pre-identification process, and the enrollment window, as mutually agreed upon with the OSPI.</li> <li>• Is structured to allow school districts to accommodate needs of individual students, as well as small groups of students with unique testing needs.</li> </ul> <p>Upon state request, Contractor will re-open a school district’s identified content testing window or individual test event at any time during the statewide window.</p>

ID No	Task	Requirements
WA.10.D	Testing Interface	<p>Bidder’s proposal will provide system specifications and identify the configuration for testing interface systems within vendor’s system and which configuration settings are customizable by state.</p> <p>If bidder proposes a student interface, Contractor’s testing interface must provide the same requirements specified earlier that support the administration of ELA, mathematics, and science assessments.</p>
WA.10.E	Assessment Portal	<p>Contractor will host and maintain an assessment portal for access by state staff, LEAs, students, families, and private citizens. Portals will support OSPI’s ability to place and access both secure and non-secure assessment-related information and links.</p>
WA.10.F	Section 508, Americans with Disabilities Act (ADA), and Web Content Accessibility Guidelines (WCAG) Compliance	<p>Contractor is responsible to make all materials developed according to this RFP that will be accessed by the general public meet Section 508, Americans with Disabilities Act (ADA), <a href="#">Web Content Accessibility Guidelines (WCAG) 2.2 draft</a>, OSPI’s formatting standard specified in Exhibit I: OSPI Americans with Disabilities Act Compliance: Graphics and Colors, and <a href="#">OSPI’s Style Guide</a>. This includes but is not limited to manuals, trainings, and other correspondence developed by the vendor as part of the RFP to support the test and test systems.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• The Test Administration Manual (TAM) is developed primarily for classroom-level test administrators and school and district test and technology coordinators; however, the TAM will be posted online (such as on the Assessment Portal described in WA.10.E) so the information contained in the TAM is accessible to parents, students, and the general public. Therefore, the vendor is responsible for making the TAM fully accessible.</li> <li>• Test booklets are not intended to be accessed by the general public, so the vendor is not responsible for making test booklets fully accessible.</li> </ul> <p>Further, per guidance from the Office of Civil Rights, agencies must ensure that all published electronic information is compatible with assistive technology devices commonly used by people with disabilities for information and communication. This applies to persons</p>

ID No	Task	Requirements
		with disabilities who use assistive technology to read and navigate electronic materials. Therefore, the vendor is likewise responsible for ensuring all materials developed according to this RFP that will be accessed by the general public meet these compatibility requirements.
<b>WA.11</b>	<b>Administration</b>	The Contractor will provide the framework for an alternate ELA, mathematics, and science assessment to approximately 6,500 students in grades 3–8 and high school beginning in the 2024–25 academic year.
WA.11.A	Testing Window	<p>Contractor is responsible for supporting an annual summative testing window beginning in 2025. Most recently, the WA-AIM testing window has been available late January to early May.</p> <p>OSPI will seek to have a longer testing window to accommodate different school calendars. If the extension effects the reporting timeline, OSPI and the contractor will negotiate adjustments.</p> <p>Item library must remain continuously open.</p>
WA.11.B	District Support-Ancillary Materials Production	<p>Annually, Contractor will support the requisite development and distribution of the following ancillary materials for each assessment administration. Contractor must provide ancillary materials that allow for customization consistent with OSPI’s protocols and practices, and as applicable consistent with the protocols and practices of the ELA, mathematics, and science administrations.</p> <p>Contractor will be responsible for translation services for select publicly posted materials, as determined by state. For proposal purposes, documents would be translated into the following 15 languages:</p> <ul style="list-style-type: none"> <li>Spanish</li> <li>Arabic</li> <li>Burmese</li> <li>Vietnamese</li> <li>Cantonese</li> </ul>

ID No	Task	Requirements
		<p>Mandarin            Tagalog            Punjabi East            Punjabi West            Korean            Somali            Russian            Ukrainian            Filipino (Tagalog/Ilocano)            Hmong</p> <p>For proposal purposes, approximately 10 documents per year would need translation services, ranging in length from 1 page to 5 pages.</p>
WA.11.B.1	Test Administration Manual (TAM)	<p>Contractor will coordinate and apply updates to OSPI’s TAMs that clearly explain all procedures relative to test administration. Where applicable, individual TAMs for each assessment will be supported by Contractor. Additionally, if assessment-specific manuals are developed, the TAM will clearly delineate each content/grade-level assessment by section.</p> <p>The content of each TAM will include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Specific instructions for the administration of the applicable assessment.</li> <li>• Estimated time requirements for each assessment (as appropriate).</li> <li>• Scripts for administration of each assessment to ensure consistent and appropriate instructions are given to students.</li> </ul> <p>Each year of the contract, OSPI and Contractor will jointly identify needed updates that the Contractor will be responsible for applying/implementing all annual updates to the TAM. The 2022–23 TAM is available as Exhibit R: WA-AIM 2022-23 Test Administration Manual.</p>

ID No	Task	Requirements
		<p>No later than September 15 of each year, the final TAM—as a printable PDF that is fully accessible—for each assessment must be available electronically in Adobe PDF format for the OSPI to provide to public-school educators; this version must be appropriate for posting on the state Assessment Portal and/or website. OSPI will have authority to approve all language, content, and format of the TAMs.</p>
WA.11.B.2	Test Coordinators Manual (TCM)	<p>Contractor will coordinate and apply updates to OSPI’s TCM that explains all procedures relative to the organization of LEA level testing. Where applicable, individual TCMs for each assessment will be supported by Contractor. Additionally, if assessment-specific manuals are developed, the TCM will clearly delineate each content/grade-level assessment by section.</p> <p>The TCM will include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Appropriate measures for protecting test security at the school district level.</li> <li>• Suggested times for test sections and suggestions for LEA test scheduling.</li> <li>• Appropriate processes for including special populations of students in testing.</li> <li>• Important dates leading up to, during, and after the testing window(s).</li> <li>• How to handle student absences and other unique testing situations (e.g., testing of homebound students, students moving into and/or out of the school district during the testing window, etc.)</li> </ul> <p>Each year of the contract, OSPI and Contractor will coordinate any updates to the TCM from the previous year. OSPI and Contractor will jointly identify needed updates that Contractor will be responsible for applying/implementing all annual updates to the TCM.</p> <p>Contractor will provide all TCMs in printable Adobe PDF format ready for posting to OSPI websites and Portals by September 15 of each year.</p> <p>State will have authority to approve all language, content, and format of the TCM. Contractor will collaborate on annual reviews of the TCM(s) with OSPI.</p>

ID No	Task	Requirements
WA.11.C	Operations Support (Help Desk)	<p>The Contractor’s Support or Help Desk will be available via a toll-free telephone number, instant messaging, and email from 6:00 a.m.–6:00 p.m. (PT), Monday through Friday, with the exception of <a href="#">state holidays</a>. Contractor’s Support or Help Desk will also be available by email at any time.</p> <p>Customers who contact the Help Desk will wait no more than five (5) minutes to speak with or receive a reply from a customer service agent during regular-hours coverage. Contractor will be expected to make initial contact regarding any inquiries within 24 hours of receipt; during testing windows response time would be expected to be shorter (within 2 hours). For requests submitted during off-hours where no coverage is expected, customers should expect a response when coverage begins the next business day.</p> <p>Contractor will provide Tier 1 Help Desk support for all LEA. At a minimum, Contractor will address inquiries specific to administration processes as included in the associated manuals and ancillary materials.</p> <p>Contractor’s Tier 1 Help Desk will receive technical questions with respect to the test engine and other technology supporting the assessment program.</p> <p>Contractor will provide OSPI weekly reports of contacts to Help Desk. Information from Help Desk interactions will be reviewed for program improvements.</p>
WA.11.D	Technical (Tech) Support	<p>Contractor will provide Tiers 2 and 3 level technical support to address more complex issues. Response times, reports, and metric expectations parallel to the Tier 1 help desk are required.</p> <p>If required, Tier 2 and Tier 3 support for non-contractor systems (e.g., reporting system) will also be provided by the appropriate system owner.</p>
WA.11.E	Administration and Technical Training	<p>Contractor will provide support, as needed, OSPI in teacher training by providing:</p> <ul style="list-style-type: none"> <li>Recorded training modules and training materials for topics specifically related to the Contractor’s platform.</li> </ul>

ID No	Task	Requirements
		<ul style="list-style-type: none"> <li>• Contractor will provide Demo Students and Demo Schools or a sandbox for LEAs to live train staff.</li> <li>• Contractor will propose a training monitoring and tracking system within their platform with agreed upon content and certification quizzes.</li> <li>• Content will be jointly developed between OSPI and the Contractor and may be written, recorded modules, and/or live formats.</li> </ul> <p>OSPI is interested in exploring a state-level Learning Management System (LMS) to deliver training and provide for individual certification on testing systems and processes. A bidder with such a system available may include in their proposal systems, process, and cost associated with linking test administration training to a state-level Learning Management System (LMS).</p>
WA.11.F	Retake Opportunity	<p>Washington currently uses the high school administration of the ELA and mathematics assessment for graduation pathway purposes. Therefore, Washington will offer retake opportunities in each year to students in grades 11 and 12 who did not meet standard on their initial attempts (typically when students are in grade 10) and who choose to retake the test.</p> <p>Washington will also offer science retake opportunities in each year to students in grade 12 who did not meet standard on their initial attempt or to those who wish to improve their score.</p> <p>Retake opportunities will occur during the annual administration window. The configuration for retakes is identical to the configuration for general summative assessments.</p> <p>Retake estimates for the high school assessments are ELA 100, Mathematics 100, and science 100. These estimates are not to be construed as guarantees, but best determinations for bidding purposes.</p>
WA.11.G	Testing Incidents	Testing incidents come in three forms:



ID No	Task	Requirements
		<ol style="list-style-type: none"> <li>1. Low Risk—propriety</li> <li>2. Medium Risk—Irregularity</li> <li>3. High Risk—Breach</li> </ol> <p>Refer to the <a href="#">Professional Standards and Security, Incident, and Reporting Guidelines</a> document for information to support professional standards and ethical testing practices including policies, responsibilities, and permissions.</p> <p>If the Contractor is proposing a student interface, then Contractor’s system should allow local educators and state staff to submit testing irregularities.</p> <p>Bidder’s proposal will provide system specifications and identify the configuration for irregularity reporting systems within vendor’s system and which configuration settings are customizable by state.</p>
WA.11.G.1	Concerning Test Response Alerts	If the Contractor is proposing a student interface, then Contractor’s system should follow the same Concerning Test Response Alert requirements as Smarter Balanced and WCAS.
WA.11.G.2	Improper/Suspect Student Testing Outcomes	<p>When possible, Contractor’s system will identify any improper or suspect situation (e.g., cheating) and provide a means to share the information in question with OSPI.</p> <p>When directed, Contractor will support further sharing of suspect information with applicable district staff for purposes of investigating the situation.</p> <p>Contractor may be directed to proceed with scoring the student record but flag the data for additional validation steps. At any point in the scoring process, OSPI may communicate with Contractor to proceed with reporting the student results or be designated the test as “invalid.” This decision may be in response from investigation results provided by the LEA or other input.</p>

ID No	Task	Requirements
WA.11.G.3	Testing Incident Documenting & Tracking	<p>Test incidents are behaviors prohibited either because they give a student an unfair advantage or because they compromise test validity or score reliability. These incidents may include low risk (impropriety), medium risk (irregularity), or high risk (breach) behaviors. Whether intentional or by accident, a situation that falls into these categories constitutes a test incident that needs to be documented and reported by the district, whether being retained at local district-level or escalated to the state.</p> <p>If proposing a student interfacing platform, bidders are invited to propose a secure and interactive system for district staff to report to OSPI all applicable test incidents. The system should include a process for the Contractor’s help desk to address and respond to many of the submitted incidents or escalate the incident to OSPI. OSPI will use this system to address incidents and respond to districts.</p> <p>The system should not only allow districts to report incidents but also allow districts and OSPI to securely upload documentation as well as download summary information.</p> <p>Typically, the incidents that require the Contractor’s help desk or OSPI support are:</p> <ul style="list-style-type: none"> <li>• Reopen a test.</li> <li>• Invalidate a test.</li> <li>• Reset a test.</li> <li>• Restore a test.</li> <li>• Reassign a test.</li> </ul>
WA.11.H	“Off-grade” testing	N/A
<b>WA.12</b>	<b>Data Management</b>	Before, during, and after each operational administration of WA-AIM, Contractor will provide for data processing and data verification activities by OSPI staff that is in accordance with the requirements described in Exhibit N: Data Management Series for existing OSPI data management rules, processes, and specifications.

ID No	Task	Requirements
		<p>Bidder's solutions to student data management must address in detail how interaction with OSPI's current data system will be seamlessly integrated. Bidder's solution will avoid the need for OSPI to develop workarounds.</p> <p>Bidder's proposal will provide system specifications and identify the configuration for data management systems within vendor's system and which configuration settings are customizable by OSPI.</p>
WA.12.A	Pre-Identification (Pre-ID) System	<p>Contractor will collaborate with OSPI to set the pre-identification business rules through which student enrollment information linked to expected assessment participation will be exchanged. Contractor's pre-identification system must be compatible with OSPI's Student Information System (SIS) plus accommodate data as defined by state's data specifications document, as applicable. The OSPI will have final approval of the business rules established for each administration year. See Exhibit N: Data Management Series for file layouts.</p> <p>Contractor and OSPI staff will meet prior to each administration year to establish applicable business rules and set schedules for exchange of pre-identification and other enrollment information per the business rules supporting the applicable assessment.</p> <p>Contractor will guarantee collaboration for the inclusion of OSPI updates to the pre-identification/enrollment information (accounting for new or transfer students) and post-testing student file clean-up.</p> <p>Contractor's pre-identification systems must provide the state and LEAs with the ability to generate pre-identification rosters sorted by school district, building, grade level, or classroom teacher.</p> <p>At a minimum, Contractor's pre-identification system must support data collection and disaggregation that is consistent with state's data management rules.</p>

ID No	Task	Requirements
		<p>If necessary to meet state or federal requirements, Contractor will provide state with the ability to add additional data elements, at no additional cost.</p> <p>Bidder's proposal will provide system specifications and identify the configuration for Pre-ID systems within vendor's system and which configuration settings are customizable by state.</p>
WA.12.B	Data Management (Record Reconciliation)	<p>Contractor will establish procedures, in concert with OSPI, to provide LEAs the opportunity to reconcile discrepancies in the collected student file prior to release of reports. The procedure would allow an early look at the General Research File (GRF), post-testing but possibly prior to consolidation of scores, to ensure all students are accounted for and with the correct information.</p> <p>For all assessments, Contractor will make available to schools, within five (5) business days of receiving approval of the GRF from OSPI, an electronic display of individual student performance.</p>
WA.12.C	Score Files	<p>Contractor will collaborate with OSPI on final review and approval of the score file prior to acceptance by the state. Upon OSPI approval of the final score file, Contractor will produce Family Score Reports (see WA.14.B below).</p> <p>See Exhibit S: WA-AIM Student Data File (SDF) Current Layout.</p>
WA.12.D	Data Analytics/Forensics	<p>Contractor will provide estimates for conducting post-testing forensic procedures, following each administration, and provide analysis on collected data associated with response patterns at the student, classroom, school, and school district levels for purposes of identifying possible testing irregularities.</p> <p>Proposals must include forensic procedures conducted during testing to monitor student testing behaviors and detect testing irregularities including, but not limited to, student cheating, students taking too little time to answer test items, and student use/enabling of Universal Tools, Designated Supports, and Accommodations during testing. This is in addition to monitoring done during testing to detect Sensitivity Papers. Contractor would</p>

ID No	Task	Requirements
		<p>be responsible for providing a report post-administration on such procedures, in a format and at a level of detail to be jointly determined by Contractor and OSPI.</p> <p>These analyses must meet state requirements for Peer Review submission.</p>
<b>WA.13</b>	<b>Scoring</b>	<p>Scoring of WA-AIM assessments will be completed in May of each year. OSPI estimates approximately 6500 students taking the WA_AIM annually.</p> <p>Contractor will work with OSPI to ensure minimal impact to changes in currently established scoring procedures. See Exhibit T: WA-AIM Scoring and Reporting Final Assessment Data for processes.</p>
WA.13.A	Machine Scoring	<p>Machine scoring is a purposeful design expectation of state assessments that is consistent with selected response (e.g., multiple choice) items and specific technology enhanced items (items that are not multiple choice but allow for programming to recognize correct and incorrect responses).</p> <p>If machine scoring is included, Bidder's proposal is to provide evidence certifying overall accuracy and efficiency in scoring items as intended and consistent with the design intent of the assessment.</p>
WA.13.B	Hand-Scoring	<p>Contractor will hand-score items/forms that are teacher assembled or include accommodations/adaptations. OSPI estimates the total number of hand-scored submissions to be between 10–20% of total submissions.</p> <p>Contractor and OSPI will meet prior to administration to determine the need for new scoring samples and/or processes for hand-scoring.</p> <p>See Exhibit T: WA-AIM Scoring and Reporting Final Assessment Data as an example of the current business rules. Contractor's scoring solution must be able to replicate the basic process by addressing or finding alternatives to this information provided.</p>
WA.13.C	Automated Electronic Scoring	N/A

ID No	Task	Requirements
<b>WA.14</b>	<b>Reporting</b>	<p>OSPI is interested in exploring the feasibility of reporting WA-AIM within the Smarter Reporting System. OSPI recognizes there may be barriers to reporting WA-AIM results within the Smarter Reporting System. The <a href="#">Smarter Balanced Service Provider Support</a> website provides resources and materials supporting contractors working to implement the Smarter Reporting System.</p> <p>Bidders are welcome to also propose a proprietary reporting system, as described in sections WA.14.B and WA.14.C below, detailing how it will meet this RFP’s identified needs. Proposals that include a proprietary reporting system will include specifics on the risks and benefits of that solution.</p> <p>Final determination of the reporting solution to be used will be at the sole discretion of OSPI and will be established during contract negotiations.</p> <p>Score reports for students, schools, and districts will be provided. The reports—especially those for students/parents—will continue to highlight the academic nature of the assessment and the students’ performance.</p> <p>Contractor will provide electronic access to all reports, accessible by permissioned users with the Contractor’s test delivery platform, student management system, or reporting system.</p> <p>See Exhibit T: WA-AIM Scoring and Reporting Final Assessment Data as an example of the current business rules. Contractor’s reporting solution must be able to replicate the basic process by addressing or finding alternatives to this information provided.</p> <p>Following the completion of each operational administration of WA-AIM, Contractor will fulfill reporting activities in accordance with the requirements described in this RFP.</p>

ID No	Task	Requirements
		<p>Contractor will provide reports using scale scores, cut points, and achievement level descriptors provided by OSPI.</p> <p>Bidder’s proposal will include estimates to provide translations of individual student reports to support family needs. Proposals should adhere to the list of languages identified by Smarter Balanced. Refer to the UAAG which can be found through the links in Exhibit M: Smarter Balanced Resources. For possible additional languages, Bidder will provide a general per language cost estimate. In subsequent years, the Contractor acknowledges that additional languages may be added to the list of translated reports, each new language subject to additional costs.</p> <p>Contractor will be responsible for producing Braille and Large Print Family Reports upon request by OSPI.</p> <p>See Exhibit U: WA-AIM Reporting—General Requirements for current requirements.</p>
WA.14.A	Implementing SRS	<p>Proposals will include a plan, process, and a timeline to engage with OSPI and Smarter Balanced staff for this exploration.</p> <p>Proposals will indicate how the bidder’s system supports OSPI’s use of the Smarter Reporting System. Proposals will identify costs and timeline(s) associated with supporting OSPI’s use of the Smarter Reporting System.</p> <p>Proposals will identify any risks associated with bidder’s systems supporting OSPI’s use of the Smarter Reporting System as well as strategies the bidder could take to mitigate such risks. For example, acknowledging the frequency and timing of Smarter Balance global maintenance downtimes.</p> <p>Proposals must describe how the bidder’s systems complies with industry-standard practice for privacy of student test results transferred to and displayed within the Smarter Reporting System.</p>

ID No	Task	Requirements
WA.14.B	Proprietary Reporting System	<p>If bidder's proposal includes the use of a proprietary system, the proposal must provide sufficient documentation and examples of the proposed reporting system for OSPI to determine the functionality and features of that system. For a proprietary reporting system, the bidder's proposal must:</p> <ul style="list-style-type: none"> <li>• Include system configurations, specifications, and support documentation (e.g., user guides) for each component system within the bidder's system.</li> <li>• Identify the available level(s) of users. Proposals will identify the configuration, by user role/type, for access to data displays and reports and to creating student groups (if possible, within the bidder's proposed system).</li> <li>• Include examples of available data displays and reports from the reporting system for summative assessments. Details should include which data displays are available within the reporting system and which reports can be exported or printed from the system, including the format of export and printing. Identify which elements of the data displays and reports are customizable. In addition, Proposals must highlight reports that are specifically designed to communicate student test results to families (hereafter referred to as "Family Report").</li> <li>• Identify translation options for data displays within the reporting system and translation options for exported/printed reports from the system. Include whether the translation options are "on-demand" or "static" translations; if that varies by data display, report, or parts of those data displays or reports, proposals should identify that variability.</li> <li>• Include risks and benefits of the proprietary solution.</li> <li>• Include implementation costs.</li> <li>• Identify flexibility to use the proprietary reporting system for additional content areas beyond WA-AIM.</li> <li>• Include a plan to import historical summative data from spring 2022, spring 2023, and spring 2024 into the bidder's proprietary reporting system. The specifics of the data file to be imported would be established during the planning for the spring 2025 administration.</li> </ul>



ID No	Task	Requirements
		<ul style="list-style-type: none"> <li>• Demonstrate the ability to embargo summative test results until such time that OSPI staff determine they are appropriate to release. Demonstrate flexibility available in releasing that embargo, with the ideal being that results for individual content areas at individual grade levels can be released from embargo individually. For example, OSPI could release grade 10 mathematics results without having to release any other grade-level mathematics results and without having to release grade 10 ELA results. Additionally, it is ideal if results for individual students can be released separately from student-group, aggregate results.</li> </ul> <p>If the proposed proprietary reporting system has an interpretive guide, bidders will include that in their proposal. Bidders will identify which aspects of the interpretive guide are customizable by OSPI. If no such interpretive guide exists, proposals will identify what, if any, modifications to the proposed reporting system would be needed for OSPI to load an OSPI-developed interpretive guide into the reporting system.</p> <p>Online reporting systems must comply with industry-standard practices for the privacy of student test records, including but not limited to allowing access to student test records only to the appropriate school and district staff. Proposals must describe how the bidder's proprietary reporting system maintains the privacy of student test results. Situations common in Washington that may be specifically addressed in the proposal may include:</p> <ul style="list-style-type: none"> <li>• School and district staff only have access to student test results, including test results from previous years, for the times that the student is enrolled in their school or district (e.g., for a student who takes the grade 3 summative test in School A, moves to School B and takes the grade 4 summative test in School B, educators in School A should only have access to the student's grade 3 test results (taken in School A) and not have access to the grade 4 test results (taken in School B). However, educators in School B should have access to both the student's grade 3 and grade 4 test results).</li> <li>• Allow for dual-enrolled students (i.e., students who are enrolled in two different schools and/or districts simultaneously) to have their test results seen by educators</li> </ul>

ID No	Task	Requirements
		<p>in both school and/or district in which the student is enrolled (clarification: this is different than the previous bullet which describes a student who is only enrolled in a single school and district at a time, not dual enrolled).</p> <ul style="list-style-type: none"> <li>Teachers only have access to their classroom student's historical test results up to, not beyond, the current school year. (e.g., a 5th grade teacher can see 3rd, 4th, and 5th grade test results for their 5th grade students, both while the student is in 5th grade as well as after the student has moved on to 6th grade and beyond. But that 5th grade teacher cannot see that student's 6th grade and beyond test results).</li> </ul> <p>Each year Contractor will coordinate with OSPI to produce up to four (4) Sample Family Reports for different grade levels/content areas. The sample reports will be ADA accessible and ready for OSPI or Contractor to post publicly on either an OSPI webpage or Contractor's Portal no later than June 1. These Sample Family Reports will adhere to the same specifications as the Family Reports accessible by school and district staff within the proprietary reporting system.</p> <p>Contractor and OSPI will collaborate on a yearly UAT cycle of every system within the Contractor's reporting system. Proposals should include a proposed schedule for UAT of all bidder's proprietary systems related to reporting; the specifics of the UAT schedule will be established collaboratively with OSPI.</p>
WA.14.C	Reporting Add-ons	<p>OSPI is open to other options for Family Reports beyond a printable report (e.g., videos). Bidders may include those additional options in their proposal.</p> <p>OSPI invites bidders to propose a family portal solution that would allow for the secure transmission of static and/or personalized video Family Reports, as well as other assessment-related family information, directly from the Contractor to individual families. Proposals should include detailed information about how student test result and identifying information security is managed and maintained within such a family portal solution.</p>

ID No	Task	Requirements
		<p>Bidder’s may also propose a family-focused resource that is non-secure or does not rely on secure individual student-identifying information. For example, a portal that has a video that is the same for all students who have similar overall test performance that can be shared with families.</p> <p>All videos created under contract for OSPI must follow the <a href="#">OSPI Videography Style Guide</a> and become the property of OSPI. Bidder’s cost proposal must include all associated costs for state consideration.</p>
WA.14.D	Psychometrics	<p>Contractor will provide technical documentation to support OSPI’s case for the validity and reliability of test scores and fairness of testing.</p> <p>Contractor will provide all psychometric leadership and support necessary to complete required scoring and reporting as required.</p> <p>Contractor will be responsible for the psychometric quality of each WA-AIM administration and provide necessary activities and analyses, such as a sampling procedure for field testing, scoring, and reporting as required. In addition, the Contractor will provide psychometric support for the following specific research services:</p> <ul style="list-style-type: none"> <li>• Contractor will provide evidence of validity of any allowable accommodations.</li> <li>• Contractor will provide reliability assurances and documentation on content validity of the assessments.</li> </ul> <p>Contractor will be responsible to support two (2) OSPI-requested psychometric studies during each year of the contract, at the direction of OSPI. These psychometric studies are to support purposes such as:</p> <ul style="list-style-type: none"> <li>• Greater transparency of how test results are generated.</li> <li>• Greater data and understanding of student learning as measured by state tests.</li> <li>• Information to inform possible changes to the test program.</li> <li>• Supporting Peer Review submissions.</li> </ul>

ID No	Task	Requirements
		Bidder's proposal should provide examples of studies that might support these purposes. OSPI and Contractor would jointly collaborate to determine which studies to conduct each year and the actual costs, staff support, and timelines for each.
WA.14.D.1	Scaling	N/A
WA.14.D.2	Growth Reporting	N/A
WA.14.D.3	Technical Reporting	Contractor will collaborate with OSPI staff in the drafting and finalization of corresponding annual technical reports for each administration year. Contractor will deliver a completed technical report no later than December of the same calendar year. Exhibit V: WA-AIM 2021–22 Technical Report is provided for reference and historical context.
WA.14.E	General Research File	<p>Contractor will provide the state with a General Research File (GRF) following each assessment administration window. For the Spring summative assessments, Contractor will provide final GRFs for the applicable assessments by July 1 (or the preceding business day if July 1 falls on a weekend). Contractor will provide GRF of high school score results by May 31. Data will be in a fixed record length text file or comma separated value (CSV) file. Data will be provided in accordance with the state's approved data specifications document as described herein, refer to Exhibit N: Data Management Series.</p> <p>As part of the data transfer to OSPI, Contractor will provide actual test counts for an administration broken out by content and grade.</p>
WA.14.F	Request to View	<p>Contractor will support OSPI in providing parents/guardians/family access to view applicable student records consistent with the Family Educational Rights and Privacy Act (FERPA). Contractor will devise secure electronic processes to present, upon request, student responses to administered tests for parent review.</p> <p>Reviews will occur at the local district location, conducted by district staff. Contractor's system must be intuitive enough to be navigable by district staff in support of this review. Proposal must describe how secure information for access and viewing of student tests will be provided to and accessed by district staff. Proposal must include guidance for district staff to manage the viewing system, and Contractor must coordinate with state staff to update said guidance as needed.</p>

ID No	Task	Requirements
		<p>OSPI will approve processes and will work with Contractor to construct an accompanying timeline to fulfill viewing requests. The established timeline must include the FERPA requirement for responses to parents within 45 days of receipt of the request (by the parent or family).</p> <p>The Contractor will create a package to electronically send to the District Test Coordinator (DC) with the following materials:</p> <ul style="list-style-type: none"> <li>• Cover memo (personalized to include requestor information).</li> <li>• RTV Guidelines.</li> <li>• Viewing System Guidelines.</li> <li>• Requestor Certification Form.</li> <li>• Scored Response Summary for each test requested.</li> <li>• Secure test booklet digital image (for paper tests only).</li> </ul> <p>Refer to OSPI <a href="#">Guidelines for Access to Student Assessment Material for the Washington Comprehensive Assessment Program</a> for additional information.</p>
WA.14.G	Score Appeals	N/A
<b>WA.15</b>	<b>Interim Assessments K–12</b>	N/A
WA.15.A	Interim Assessment Delivery	N/A
WA.15.B	Interim Assessment Reports	N/A
WA.15.C	Interim Assessment User Interface	N/A

ID No	Task	Requirements
WA.15.D	Interim Assessment Test Engine	N/A
WA.15.E	Interim Assessment Technology, Training, and Customer Support Services	N/A
<b>WA.16</b>	<b>Tools for Teachers</b>	N/A
WA.16.A	Tools for Teachers Single Sign-On	N/A
<b>WA.17</b>	<b>Supporting Services</b>	<p>All meetings, inclusive of the kick-off and annual planning meetings, the Contractor will:</p> <ul style="list-style-type: none"> <li>• Propose Contractor staffing to support all meetings on a defined schedule.</li> <li>• Work with OSPI to identify required and optional attendees.</li> <li>• Collaborate with OSPI to determine dates, times, and convening location.</li> <li>• Conduct virtual meetings via MS Team, Zoom, or similar platforms when appropriate and with OSPI approval.</li> <li>• Coordinate calendars and be responsible for sending and updating meeting invites.</li> <li>• Prepare and distribute meeting materials (e.g., agenda, supplies, sign-in sheet, etc.)</li> <li>• Electronically post meeting-specific and supplemental materials for review by OSPI, before and after each meeting, in Adobe PDF, Microsoft Word, or Microsoft Excel format to a secure site according to mutually agreed upon specifications and timelines.</li> <li>• Document meeting conversations, action items, decisions, and outstanding questions discussed. This should occur in real time during the meeting allowing OSPI to review and revise as needed.</li> </ul>

ID No	Task	Requirements
		<ul style="list-style-type: none"> <li>• Compensate school districts for substitutes or participants not on a contract in accordance with <a href="#">RCW 28A.300.802</a>, unless otherwise specified. For the purpose of this RFP, the bidder should estimate \$250 per day/per participating educator.</li> <li>• Assume costs associated with establishing and setting up virtual meetings.</li> </ul> <p>All in-person meetings will take place in Washington. Contractor will be responsible for the support and logistics management of in-person meetings. In-person support and logistic requirements are as follows:</p> <ul style="list-style-type: none"> <li>• In collaboration with OSPI, Contractor will identify appropriate facilities and necessary equipment for the meetings.</li> <li>• Contractor will reserve agreed upon meeting facilities and required equipment.</li> <li>• Contractor will provide meals and refreshments during in-person meetings, when appropriate.</li> <li>• In collaboration with OSPI, Contractor will prepare communication and when appropriate, communicate directly with meeting participants to determine most cost-effective travel requirements.</li> <li>• Contractor will reimburse committee/advisory participating members for any applicable mileage, meals, lodging, or other travel-related expenses in accordance with <a href="#">Washington Travel Management Requirements and Restrictions</a> established by the Office of Financial Management.</li> <li>• In the instances where committee/advisory participating members qualify for air travel or lodging, Contractor will provide a direct bill option and committee member reimburse process.</li> <li>• The Contractor will be responsible for all expenses, including travel expenses, incurred by the Contractor’s personnel to attend or participate in all meetings.</li> <li>• No OSPI staff travel reimbursement will be required by the Contractor.</li> </ul>
WA.17.A	Kick-Off/Planning Meeting	By no later than seven (7) calendar days after the effective date of the contract, Contractor will work with OSPI to schedule an initial planning or kick-off meeting, in a city designated by OSPI. The meeting will include no more than ten (10) OSPI staff and other designees, as determined by OSPI. The meeting purpose will be to discuss the required program specific

ID No	Task	Requirements
		services, review the Contractor’s work plan and implementation schedule, and obtain specific information, data, criteria, and/or instructions necessary to finalize the Contractor’s work plan. This meeting will be a one-to-two-day activity.
WA.17.B	Quarterly Meetings	OSPI requires up to four (4) quarterly meetings each year to plan and coordinate required assessment activities for the pending assessment administration year. If in-person, Contractor would be expected to send no fewer than two (2) individuals to Washington or pay for no fewer than two (2) individuals from OSPI to come to Contractor’s location for each meeting. This meeting will be a one-day activity.
WA.17.C	Advisory Meetings	<p>Throughout the course of a year (timing determined by OSPI), both national and state level advisory committees are convened. These advisory committees provide advice and/or feedback regarding the state’s assessment programs.</p> <p>OSPI will establish committee membership and provide member contact information to the Contractor for the two following advisory committees:</p> <p><b>National Technical Advisory Committee (NTAC) Meetings</b>  Washington’s (OSPI’s) National TAC is a six-member committee comprised of assessment and psychometric experts. This committee meet virtually between two and four times per year for up to 10 hours each time, inclusive of preparation time. OSPI may convene one of these meetings in-person for one eight-hour day, excluding unpaid travel time.</p> <p>The Contractor will manage the National TAC member personal service contracts to pay members an hourly rate (currently \$187.50) for each meeting.</p> <p><b>State Technical Advisory Committee (STAC) Meetings</b>  Washington’s (OSPI’s) State TAC is an eight-to-ten-member committee comprised of LEA staff responsible for district implementation of assessment programs. This committee meets virtually four times each year, with the possibility of one of these meetings held in-person for one eight-hour day. Committee members are reimbursed by the Contractor for travel-related expenses.</p>



ID No	Task	Requirements
		<p>No personal service contracts are required for State TAC members.</p> <p><b>OSPI Staff</b> In the event advisory meetings are held in-person, in addition to advisory committee members, Contractor must also include meals associated with the meeting for up to 10 OSPI staff.</p>
WA.17.D	Recurring Scheduled Meetings	<p>Contractor will plan and coordinate weekly or biweekly virtual meetings with OSPI to review dates, discuss deliverables, milestones, current issues, test administration, psychometrics, content development, future events, contract matters, and other ad hoc topics.</p> <p>Contractor will designate appropriate personnel, including subcontractors or third-party vendors, to participate in established recurring meetings as needed.</p> <p>Contractor will be responsible for scheduling and setting up the meetings, working collaboratively with OSPI to develop mutually agreed upon agendas, facilitating meetings, taking notes, and provide timely meeting minutes within 24 hours.</p> <p>Contractor will be available to meet virtually with the OSPI on an as needed basis, outside of the recurring meetings.</p>
WA.17.E	Records Maintenance	<p>For the duration of the contract, the Contractor will maintain all documentation related to the Smarter Balanced program. Upon request, the Contractor will provide OSPI with an electronic copy of any such documentation.</p> <p>Contractor will comply with <a href="#">OSPI Records Retention Schedule, Section 2: Assessment Administration and Development</a>.</p> <p>For records retained beyond the contract period, the Contractor will electronically transfer all documentation to OSPI.</p>

### **C.3.i. Private School Requirements and Fees**

Washington Law ([RCW 28A.195.010](#)) allows private schools to choose, on a voluntary basis, to have their students take the state assessments. Therefore, in addition to providing the services above directly to OSPI, bidder proposals must include a process, managed solely by the Contractor, allowing private schools access to Smarter Balanced interim and summative tests, WCAS summative tests, and WA-AIM.

Bidder's proposal must clearly demonstrate a process for WA's private schools to enter into a contract with the Contractor for the purpose of providing these assessments, technical/customer support, and score results. All management of private school records and data will be maintained only by the Contractor and not shared with OSPI. These services and related costs, including set-up, will be provided independently and at no cost to OSPI.

OSPI pays Smarter Balanced a per student membership fee for all Washington students accessing the Smarter Balanced assessment suite, including private schools. Contractor will report Smarter Balanced deidentified participation counts by grade level and test to OSPI annually following each testing window.

Contractor will work with OSPI to develop a per student, per test pricing model for Smarter Balanced, WCAS, and WA-AIM each year. The pricing model determined for accessing Smarter Balanced ELA and mathematics only will include the fees charged by Smarter Balanced and paid by OSPI for accessing the assessment suite. Contractor agrees to credit OSPI the amount equal to the amount paid by OSPI to Smarter Balanced during year end reconciliation.

OSPI will provide a list of active Washington private schools to the Contractor annually. Contractor and OSPI will collaboratively draft a memorandum sent to private schools each fall to communicate the administration process and pricing.

## C.4. MANAGEMENT PROPOSAL

### C.4.a. Project Management

**Project Team Structure/Internal Controls** – Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. If available, provide Subcontractor Inclusion Plans demonstrating a commitment to do business with small, diverse, and veteran-owned businesses. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

Contractor must designate a Program Manager (PM) to oversee work pertaining to OSPI's assessment needs. For bidding purposes, the PM should be listed at 1.0 FTE. Additionally, OSPI will have the opportunity to approve Contractor's proposed PM prior to contract execution. Should OSPI request a change in staffing, the Contractor will work to resolve the situation through agreement on another available program manager or detailing a state-accepted contingency plan until a new PM can be identified.

The PM will serve as the primary liaison between Contractor and OSPI. To ease engagement between Contractor and OSPI and ensure appropriate schedules and timelines are maintained, the PM must be experienced in the use of available software (e.g., MS Project, Smartsheet, FTP etc.)

The proposed PM must have the experience to determine and organizational authority necessary to coordinate and establish work priorities, on behalf of the Contractor, for all assigned personnel, including those of any subcontractors, associated with deliverables and service fulfillment of an awarded contract.

The proposal is to describe to what extent a Bidder's identified Program Manager (PM) will be empowered to authorize and execute change orders, make decisions, engage additional resources, and execute creative solutions to unusual or unforeseen problems.

In addition to a Program Manager, Contractor will assign sufficient program personnel to provide accurate, efficient customer service to both OSPI and school district personnel. At a minimum, Contractor will designate the following lead staff assigned specifically to the project/contract:

- **Test Development Specialist** (as applicable to the content areas the Contractor holds responsibility) – Duties will include, but not be limited to, overseeing item review and other test development activities.

- **Psychometrician** – Duties will include, but not be limited to, assisting with technical aspects of achievement level setting and item development, field testing, compiling item statistics, scaling and equating, and developing technical reports.
- **Performance Scoring Supervisor** – Duties will include oversight of all hand-scoring and automated electronic scoring including, but not limited to (within expectations of industry standards), selection of scorers, score reconciliation, and quality control of performance scoring.
- **Information Technology Specialist** – Duties will include, but not be limited to, oversight of the Contractor’s online administration platform, set-up and delivery of the GRF, set-up and delivery of the online pre-coding and enrollment system, and collaborating with the state agency to ensure application of the state agency’s approved data specifications document.
- **Customer Service (Call Center/Help Desk) Supervisor** – Duties will include, but not be limited to, oversight of the Contractor’s support (Call Center/Help Desk); providing responses to state school districts before, during, and after operational test administration; coordination assistance to school districts with regard to interim assessments and pretests; and providing accurate information to program staff, the state agency, and school districts.

The Contractor will not remove or reassign key personnel from duties pertaining to the contract without prior approval or acknowledgement from OSPI. OSPI agrees that an approval of such replacement individual will not be unreasonably withheld.

In the event that any key personnel become unavailable to provide services due to resignation, illness, or other factors outside Contractor’s reasonable control, Contractor will propose an equally or better qualified individual in time to avoid delays in the work plan.

Contractor will provide OSPI with the qualifications and background of all proposed replacement individuals. OSPI’s approval of the replacement individual will not be construed as an acceptance of the individual’s performance potential.

Contractor will agree and understand that the Contractor’s personnel are subject to the ongoing approval by OSPI. If requested by OSPI, the Contractor will replace any individual who is deemed unacceptable to OSPI for continuance of serving the contract.

Contractor will provide a structure for escalating unresolved issues if the Contractor’s program management team is unable to address them to the satisfaction of OSPI. If the Contractor secures subcontractors to perform any work related to developing, administering, scoring, or reporting of assessments, Contractor will provide an effective supervisory structure for overseeing the quality of the subcontractor’s work and will ensure that all deliverables are completed in accordance with the requirements of the contract and the approved Implementation Schedule.

#### **C.4.b. Staff Qualifications/Experience**

Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide résumés for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. For proposed positions not filled at the time of bid submission, a position description (including requisite qualifications/experience) will be substituted. Any staff substitution must have the prior approval of OSPI.

#### **C.4.c. Roles and Responsibilities**

Bidder will detail the specific roles required to fulfill the project and the responsibilities associated with the various project tasks. Details will encompass not only direct work responsibilities, but also the interfaces with other defined roles in moving the project through a given task or from one task to the next. Additionally, client interfaces will be identified where the Bidder expects OSPI to be involved in or assume responsibility for a given task. The purpose is to describe and understand the "chain of custody" for a task and identify where communication is critical to ensure smooth transitions across work groups, contractors, and OSPI.

Additionally, a Bidder will provide a chart listing time commitments by task and individual, in terms of actual hours required, dates (schedule time), and percentage of FTE provided as part of the project work. The intent is for the state to understand the expectation of each individual's time commitment to the project and the Bidder's interpretation of the personnel resource commitment anticipated to support the scope of work for the project.

Bidder must provide a detailed description of its project staffing plan for all phases and tasks. Proposed subcontractors and OSPI's involvement must be clearly identified in the project staffing plan. The plan must accurately list each position, title, and role in the project, including responsibilities. It is the preference that this team be entirely dedicated to the Project. If any personnel are assigned to other customers, territories, or markets, those must be clearly noted in the plan.

Bidder must provide a flowchart outlining its change order process and any thresholds for escalation and approval above the PM in support of a member's contract fulfillment.

#### **C.4.d. Experience of the Consultant**

**Relevant Experience** – Describe how the Consultant meets the minimum qualifications and, if applicable, the desired qualifications. Include other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, in the development, administration,

and scoring of statewide online-formatted assessments. Bidder will also affirm minimum qualifications on Exhibit C: Qualifications Affirmations.

**Related Contracts** – Include a list of contracts the Consultant has had during the last five (5) years that relate to the Consultant’s ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, phone numbers, and email addresses. Bidder should also provide the requested information for each proposed subcontractor.

**C.4.e. Past Performance**

Provide information regarding past performance by indicating if the Consultant has received notification of contract breach in the past five (5) years. A bidder with a notification of contract breach does not lead to automatic disqualification for this RFP. OSPI reserves the right to disqualify Consultant proposals based on the Consultant’s historical performance, as outlined above in Section B. General Information for Bidders, B.12. Responsiveness.

**C.4.f. Examples/Samples of Related Projects/Previous Work**

Proposal will include examples or samples of previous work/deliverables for related projects. This may include publicly available examples such as Practice and Training tests developed for other states/clients. If examples are secure, proposals must clearly identify them as secure.

**C.4.g. References**

List names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this RFP, the Consultant and team members grant permission to OSPI to contact these references and others who, from OSPI’s perspective, may have pertinent information. OSPI may or may not, at OSPI’s discretion, contact these references or others. Do not include current OSPI staff as references.

**C.5. COST PROPOSAL**

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals that are consistent with state government efforts to conserve state resources.

**C.5.a. Identification of Costs**

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the Contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to

accomplish the tasks and to produce the deliverables under the Contract. Consultants are required to collect and pay Washington State sales tax, if applicable.

Cost proposals must include an executive summary describing the forecasting methodology used to develop projected cost and a cost summary by year for both the initial contract period of April 15, 2024–December 31, 2027, and the three optional one-year renewal periods. Bidders may also provide a proposed schedule of payments as part of their cost proposal broken down by fiscal year, refer to Tables 7 and 8 for funding periods.

Bidders must include Exhibit K: Cost Summary, with their Cost Proposal for this RFP. Bidders may add additional line items to ensure all cost are accounted for or combine any of the specified line items to accommodate their business pricing models. Altering the format beyond line-item modification may cause the Cost Proposal to be found non-responsive.

The cost summary includes a line item for “contingency funds” of one-hundred thousand dollars (\$100,000) per test (Smarter Balanced, WCAS, and WA-AIM) for the purpose of supporting in-scope extended services required as a result of enhancements (e.g., technology and/or accommodations). OSPI will present service requests to the Contractor that would be charged against this line item for Contractor to provide associated costs and proposed timelines. Contractor will establish and make available to OSPI staff documentation of the requests, associated costs estimates, and timelines. This documentation will also identify which services are approved for Contractor to complete.

All decisions about which services are approved to complete will be at the sole discretion of OSPI.

As part of yearly reconciliation, Contractor will provide OSPI with an itemized list and costs of all approved and completed services charged against the contingency funds line item. Annually, OSPI will pay Contractor costs associated with all OSPI-approved services up to one-hundred thousand dollars (\$100,000) per test based on the itemized list provided by the Contractor. As such, the amount OSPI will pay the Contractor from this line item is not guaranteed to be the full one-hundred thousand dollars (\$100,000) per test, but rather the total amount shown in this itemized, approved list.

If the cost of additional services exceeds one-hundred thousand dollars (\$100,000) per test, OSPI will determine if an amendment to the contract is warranted. All decisions about which services warrant an amendment will be at the sole discretion of OSPI.

Bidder’s Cost Proposal must be fully burdened to include all expenses associated with providing its proposed solution in response to this RFP. The fully burdened cost is to include all operating and personnel costs such as but not limited to overhead, salaries, administrative expenses, profit, supplies, routine upgrades, maintenance, technical support, replacement, travel costs, training, FOB Destination to applicable school sites, unpacking devices, removal

of packaging materials from site and all taxes incurred as a result of providing the services and equipment under this RFP.

Bidders are advised that submission of additional information in support of the Cost Proposal is encouraged to the extent that such information will assist in evaluating the reasonableness and rationale supporting the costs.

**C.5.b. Travel Costs**

If the Consultant’s proposal includes any travel-related expenses as a line item, they are to be broken out separately. Any applicable mileage, meals, lodging, or other travel-related expenses, will be reimbursed in accordance with [Washington Travel Management Requirements and Restrictions](#) established by the Office of Financial Management.

**C.5.c. Subcontractor Costs**

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women’s Business Enterprises.

**C.5.d. Indirect Costs**

Per OSPI’s indirect costs policy, the maximum amount that may be charged or included in contracts is the following:

**Table 14: Indirect Costs**

Entity	State Contracts	Federal Contracts
School Districts	State recovery rate	Federal indirect rates, per OSPI’s agreement with the U.S. Department of Education
Educational Service Districts	Per annual letter of agreement by K–12 Financial Resources Division	Per annual letter of agreement by K–12 Financial Resources Division
All other entities (including higher education, non-profits, independent consultants, etc.)	10%	10%

**C.5.e. Financial statements**

Provide a current D&B Comprehensive Insight Plus credit report or current Experian Profile Plus report, and the appropriate NAICS code or SIC code.

The Bidder should identify any information on the Credit Report that it considers “Confidential,” as described in Section B.7. Proprietary Information/Public Disclosure section. The information will be held in confidence to the extent that the law allows.



Credit reports must be for the exact organization submitting the proposal in order to be evaluated. The credit report cannot be combined or consolidated with the information from any other entity.

OSPI will evaluate the credit information provided in determine how well management controls expenses and manage resources. Not fulfilling this requirement will be construed as a non-responsive bid submission.

## Section D. EVALUATION AND AWARD

### D.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of proposals will be accomplished by an evaluation team, to be designated by OSPI, which will determine the ranking of the proposals.

### D.2. EVALUATION AND SCORING

The following percentages will be assigned to the proposals for evaluation purposes:

**Table 15a: Proposal Evaluation and Scoring**

Category	Percentage of score
<b>Technical Proposal</b>	<b>60%</b>
C.3.a Project Approach/Methodology	5%
C.3.b–d Work Plan/Project Schedule/Deliverables	15%
C.3.e Performance-Based Contracting-Costs are tied to deliverables	Yes/No
C.3.f Outcomes and Performance Measurement	5%
C.3.g Risks	5%
C.3.h Requirements	30%
<b>Management Proposal</b>	<b>20%</b>
C.4.a Project Management-Plan includes requested staff	Yes/No
C.4.b Staff Qualifications/Experience	10%
C.4.c Roles and Responsibilities	7%
C.4.d Experience of the Consultant	3%
C.4.e Past Performance-Vendor has no breach of contract history in the past five (5) years	Yes/No
C.4.f Examples/Samples of Related Projects/Previous Work-Bidder has provided quality examples/samples related to the project	Yes/No
C.4.g References-Vendor receives favorable references	Yes/No
<b>Cost Proposal</b>	<b>20%</b>
C.5.a Identification of Costs -Proposal submitted as requested -Standard Cost Evaluation Formula: (Lowest Bid/Bid Evaluated) x Maximum Points Available	20%
C.5.b Travel Costs-Travel costs have been broken out separately and follow WA travel regulations	Yes/No

Category	Percentage of score
C.5.c Subcontractor Costs-If applicable, cost have been broken out separately	Yes/No
C.5.d Indirect Costs – Indirect costs have been identified and are within allowable maximums	Yes/No
C.5.e Financial Statements-Demonstrates well managed expenses and vendor resources	Yes/No
<b>TOTAL FOR PROPOSAL</b>	<b>100%</b>

**Table 15b: Other Proposal Evaluation and Scoring Considerations**

Top Scoring Bidder(s)	Yes/No
Presentations	50%
System Demonstrations <sup>1</sup>	50%
<b>GRAND TOTAL FOR PROPOSAL</b>	<b>100%</b>

<sup>1</sup>Bidder may be called upon to conduct a user trial/test activity demonstrating their test engine and supporting system applications (using Smarter Balanced content loaded in the test engine). The following technical features will be the primary areas of concentration during the review of the trial activity provided by the Bidder:

- Test Engine and User Management
- Data Collection, Management, and Transfer
- Reporting Functionality and Interface
- Test Administration/Security Protocols (District & School)
- Training and Support Modules
- Help Desk Support
- Summative and Interim Scoring (Hand and Machine Scored)
- Practice and Training Tests

### **D.3. REFERENCE CHECKS**

References may be contacted for the top-scoring Bidder(s) and will then be evaluated.

### **D.4. PRESENTATIONS/SYSTEM DEMONSTRATIONS**

After bids are received and written evaluations are completed, OSPI, at its sole discretion, may request that one or more Top Scoring Bidders participate in a presentation and system demonstration. Should OSPI decide to do so, it will contact the top scoring bidder(s) to schedule a date, time, and location, see Table 10: Estimated RFP Timeline. Commitments made by the Bidder during the presentation, if any, will be considered binding.

The scores from the written evaluation and the oral presentation combined together will determine the Apparent Successful Bidder.

## **D.5. SELECTION OF APPARENT SUCCESSFUL BIDDER**

OSPI reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of and most advantageous to OSPI and the state of Washington. This RFP may result in more than one Contractor delivering the best product and services for a specific test. The selected bidder will be declared the Apparent Successful Bidder (ASB).

The date of announcement of the ASB will be the date the announcement is emailed, see Table 10: Estimated RFP Timeline. The State will enter into contract negotiations with the ASB. Should contract negotiations fail to be completed within two (2) weeks after initiation, OSPI may immediately cease contract negotiations, declare the Bidder with the second highest score as the new ASB, and enter into contract negotiations with that Bidder. This process will continue until the Contracts are signed or no qualified Bidders remain.

## **D.6. NOTIFICATION TO BIDDERS**

Proposals that have not been selected for further negotiation or award will be notified via email by the RFP Coordinator.

## **D.7. DEBRIEFING OF UNSUCCESSFUL BIDDERS**

At the Bidder's request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days following announcement of the ASB. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by OSPI and Bidder.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one (1) hour.

Since debriefing conferences pertain to the formal evaluation process, Bidders who were disqualified as non-responsive and therefore did not go through the formal evaluation process, are not entitled to a debriefing conference.

Please note, because the debrief process must occur before making an award, OSPI likely will schedule the Debrief Conference shortly after the announcement of the ASB and the Bidder's request for a Debrief Conference. OSPI will not allow the debrief process to delay the award. Therefore, Bidders should plan for contingencies and alternate representatives; Bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

## **D.8. PROTEST PROCEDURE**

This protest procedure is available to Bidders who submitted a response to this RFP document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the procurement with the RFP Coordinator. Protests will be submitted to the RFP Coordinator via email.

Consultants protesting this procurement will follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

The protest must state:

1. The RFP number.
2. The grounds for the protest including specific facts and complete statements of the action(s) being protested. The protesting party may submit with the protest any documents or information deemed relevant.
3. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects will be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator/evaluation team;
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or OSPI policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, 2) OSPI's assessment of its own and/or other agencies needs or requirements, or 3) a complaint raised during the Complaint Procedure.

Upon receipt of a protest, a protest review will be held by OSPI.

1. The agency will assign a Protest Officer who had no involvement in the evaluation and award process to investigate and respond to the protest.
2. The Protest Officer will consider the available facts and issue a written response to the Bidder within ten (10) business days after receipt of the protest, unless additional time is needed. OSPI will notify the protesting bidder in writing if additional time is needed.
3. A copy of the protest and the agency's written decision will be provided to the Superintendent of Public Instruction and the Director of DES.

In the event a protest may affect the interest of another Bidder that submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the Protest Officer.

The final determination of the protest will either:

- Find the protest lacking in merit and uphold OSPI's action; or
- Find only technical or harmless errors in OSPI's procurement process and determine OSPI to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide OSPI options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the RFP document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If OSPI determines that the protest is without merit, OSPI will enter into a contract with the Apparent Successful Bidder, assuming the parties reach agreement on the contract's terms. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken. All decisions made by OSPI relating to the protest will be final.

## Section E. RFP EXHIBITS

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- Exhibit A** Proposal Checklist
- Exhibit B** Certifications and Assurances
- Exhibit C** Qualification Affirmations
- Exhibit D** Contract Intake Form
- Exhibit E** Sample Contract
- Exhibit F** General Terms and Conditions
- Exhibit G** Federal Grant Terms and Conditions
- Exhibit H** Datashare Terms and Conditions
  - DSA-Exhibit A – Statement of Confidentiality and Non-Disclosure
  - DSA-Exhibit B – Certification of Data Destruction
  - DSA-Exhibit C – Authorized Users for Contractor
  - DSA-Exhibit D – Data Approved for Sharing
- Exhibit I** OSPI Americans with Disabilities Act Compliance: Graphics and Colors
- Exhibit J** OSPI Service Level Requirements and Remedies
- Exhibit K** Cost Summary
- Exhibit L** Guidelines on Tools, Supports, and Accommodations for State Assessments (GTSA)
- Exhibit M** Smarter Balanced Resources
- Exhibit N** Data Management Series:
  - N.1 – Student Record Management for Assessment Accountability User Guide
  - N.2 – Documentation of Current Process for Assessment Results – New
  - N.3 – CAI-OSPI Data File Specifications – Spring 2022–23
  - N.4 – Student ID Data File Specifications & Nightly TIDE file (proposed layout)
- Exhibit O** Concerning Test Response Alerts-Examples
- Exhibit P** Washington Comprehensive Assessment of Science (WCAS) Online Style Guide
- Exhibit Q** 2020–21 Annual Technology Survey Snapshot
- Exhibit R** WA-AIM 2022–23 Test Administration Manual
- Exhibit S** WA-AIM Student Data File (SDF) Current Layout
- Exhibit T** WA-AIM Scoring and Reporting Final Assessment Data
- Exhibit U** WA-AIM Reporting—General Requirements
- Exhibit V** WA-AIM 2021–22 Technical Report

## EXHIBIT A PROPOSAL CHECKLIST

Please use the checklist below to ensure that you have submitted all required materials in the required format by 3:00 p.m. (PT) on December 8, 2023. This checklist does not need to be submitted with your proposal.

Included in Proposal	Component
<input type="checkbox"/>	Letter of Submittal
<input type="checkbox"/>	Exhibit B: Certifications and Assurances
<input type="checkbox"/>	Exhibit C: Qualification Affirmations
<input type="checkbox"/>	Exhibit D: Contract Intake Form Download an editable version from <a href="#">OSPI's website</a>
<input type="checkbox"/>	Business Enterprise Certification Form, if applicable (see Contractor Intake Form) For more information about certification, visit the <a href="#">Office of Minority and Women's Business Enterprises</a> website or <a href="#">Department of Veterans Affairs website</a> .
<input type="checkbox"/>	Technical Proposal(s)
<input type="checkbox"/>	Management Proposal
<input type="checkbox"/>	Cost Proposal and Exhibit K: Cost Summary
<input type="checkbox"/>	References



## **EXHIBIT B**

### **CERTIFICATION AND ASSURANCES**

*Bidder must sign and include the full text of this Exhibit B with their proposal.*

Bidder makes the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Bidder declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of ninety (90) business days following receipt, and it may be accepted by OSPI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the ninety (90) business-day period.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document).
5. Bidder understands that OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of OSPI, and Bidder claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. Bidder agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Bidder has described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Bidder grants OSPI the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
10. Bidder acknowledges that if awarded a contract with OSPI, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by OSPI.
11. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).
12. Bidder has not been debarred or otherwise restricted from participating in any public contracts.
13. Bidder certifies that Bidder has not willfully violated Washington State's wage payment laws within the last three years.
14. Bidder acknowledges its obligation to notify OSPI of any changes in the certifications and assurances above.

***I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.***

Signature of Bidder	Date	Place Signed (City, State)
Print Name	Title	Organization Name

# EXHIBIT C

## QUALIFICATION AFFIRMATIONS

### CONSULTANT INFORMATION

Bidder:

### MINIMUM QUALIFICATIONS

*Please check all boxes that apply.*

- Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
- Demonstrated project management experience with specific focus on work planning, status reporting, issue management, deliverable review, and approval procedures.
- Experience in implementing successful communications strategies.
- Knowledge in successfully administering large-scale, online (computer-based) assessment as describe in this RFP.
- Knowledge managing the various data elements associated with large-scale assessments.
- Knowledge running help desk services for large-scale assessment projects involving online computer test administration.
- Knowledge of the scoring and reporting processes required to implement large-scale assessment programs.
- Knowledge of the rules and guidelines associated with data privacy, protection of personally identifiable information and FERPA (Family Educational Rights and Privacy Act).
- Experience with production of test administration materials and delivery of related training.
- Test delivery system (test engines) documentation or certification sufficient to ensure correct item presentation per Smarter Balanced specifications.

Consultants who do not meet the minimum qualifications noted above will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

### ADDITIONAL DESIRED QUALIFICATIONS

*Please check all boxes that apply.*

- Bidder has been through a successful peer review by the United State Department of Education
- Working knowledge of the Smarter Balanced Assessment Consortium and its objectives.

***I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.***

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Place Signed (City, State)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization Name

**EXHIBIT D**  
**CONTRACT INTAKE FORM**

Available as an editable Word document on [OSPI's procurement website](#).

**EXHIBIT E**  
**SAMPLE CONTRACT**

Contract No. \_\_\_\_\_

between

**SUPERINTENDENT OF PUBLIC INSTRUCTION,  
STATE OF WASHINGTON**

(hereinafter referred to as Superintendent)  
Old Capitol Building, P.O. Box 47200  
Olympia, WA 98504-7200

and

**>CONTRACTOR<**

(hereinafter referred to as Contractor)

**>ADDRESS<**

>Federal Identification #<

>Unified Business Identifier #<

In consideration of the promises and conditions contained herein, Superintendent and Contractor do mutually agree as follows:

**I. DUTIES OF THE CONTRACTOR**

A. The general objective(s) of this contract is/are as follows:

To secure the services of qualified Contractor(s) possessing a commitment to engaging in spending with small, diverse, and veteran-owned businesses with the capacity and expertise to assist OSPI by managing related services, delivering, scoring, and reporting the results of Washington students participating in the Washington Comprehensive Assessment Program’s English language arts, mathematics, science, and alternate tests beginning with the 2024–25 school year. The Contractor(s)’ testing system must be web-based, computer-adaptive, and capable of integration with both the OSPI and [Smarter Balanced](#) information system file transfer protocols.

B. In order to accomplish the general objective(s) of this Contract, Contractor will perform the following specific duties, and those outlined in the Superintendent’s Request for Proposals No. 2024-25, and Contractor’s Proposal, to the satisfaction of the Contract Manager:

**>SCOPE OF WORK<**

- C. The Contractor will produce the following written reports or other written documents (deliverables) by the dates indicated below:

**>DELIVERABLES<**

All written reports/documents required under this contract must be delivered to the Superintendent's designee in accordance with the schedule above.

**II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE  
AND  
SCHEDULE OF PERFORMANCE**

No costs will be incurred under this Contract until fully executed and subsequent to the termination date.

The schedule of performance of Contractor's duties is as follows:

**>START DATE<**, or date of execution, whichever is later, through **>START DATE<**.

Superintendent has the right to renew this Contract in whole or in part through 2030 by giving notice to the Contractor. If Superintendent provides such notice to the Contractor, the Contractor will be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that Superintendent and Contractor will negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

**III. DUTIES OF THE SUPERINTENDENT**

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent will compensate Contractor at a rate not to exceed a total of \$\$\$.
- Payment for satisfactory performance will not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

Contractor will be entitled to reimbursement for expenses incurred, as follows:

- Travel and per diem expenses for [#] person(s) in the amounts and for the purposes otherwise established for state employees at the time of incurrence by the rules and regulatory policies of the Office of Financial Management (OFM) not to exceed \$\$\$.
  - Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) will be [official duty station].
  - Expenses incurred for the following specified purposes not to exceed a total of \$\$\$.
- Contractor must submit receipts or other documentation.

**Maximum consideration for this entire contract will not exceed \$\$\$.**

Funds for the payment of this Contract are provided by state dollars.

Funds for the payment of this Contract are provided by federal program(s) >program title<, CFDA #(s)/Award #, therefore, Contractor will comply with Federal Grant Terms and Conditions, attached hereto as Attachment A1.

B. Payment will be made to the Contractor as follows:

Periodically in the form of progress payments in the amounts and for the stages of partial performance set forth below:

[Schedule of payments may be included here.] or

Periodically based on invoices submitted by the Contractor for actual costs incurred to date based on receipts or other documentation.

Invoice(s) will be paid only after approval by the Superintendent's designee and Agency Financial Services, OSPI. The invoice will include an original signature, the contract number, and document to the Superintendent's designee's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the Superintendent's designee receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by Agency Financial Services, OSPI.

C. Final payment will be made after acceptance by the Superintendent's Contract Manager or Designee if received by the Superintendent within ninety (90) days after the contract expiration date, unless negotiated with the Contract Manager or Designee and the Fiscal Budget Analyst.

#### IV. CONTRACT MANAGEMENT

The following will be the contact person for all communications and billings regarding the performance of this contract. Any changes to this information will be communicated to the other party in writing as soon as reasonably possible.

<b>Contractor</b>	<b>Superintendent</b>
[Contract Manager's Name]	[Contract Manager's Name]
[Contract Manager's Title]	[Contract Manager's Title]
[Contract Manager's Address]	Old School Building, PO Box 47200 Olympia, WA 98504-7200
Phone: ( ) -	Phone: ( ) -
Email: [Contract Manager's Email Address]	Email: [Contract Manager's Email Address]

#### V. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency will be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – General Terms and Conditions [RFP Exhibit F]
- Attachment A1 – Federal Grant Terms and Conditions [RFP Exhibit G]
- Attachment B – Request for Proposals with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor’s Proposal
- Attachment D – Datashare Terms and Conditions [RFP Exhibit H]
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**VI. APPROVAL**

This contract will be subject to the written approval of the Superintendent’s authorized representative and will not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

We the undersigned agree to the terms of the foregoing contract.

CONTRACTOR

Superintendent of Public Instruction  
State of Washington

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
OSPI Contracts Administrator

\_\_\_\_\_  
Print Name Date

\_\_\_\_\_  
Date

Who certifies that he/she is the Contractor or identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY  
by the Assistant Attorney General



## **EXHIBIT F**

### **GENERAL TERMS AND CONDITIONS**

#### **DEFINITIONS**

As used throughout this Contract and General Terms and Conditions, the following terms shall have the meaning set forth below:

"Superintendent" shall mean the Office of Superintendent of Public Instruction of the State of Washington, any division, section, office, unit or other entity of the Superintendent, or any of the officers or other officials lawfully representing the Superintendent.

"Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this Contract, and shall include all employees of the Contractor.

"Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms " Subcontractor" and " Subcontractors" means Subcontractor(s) in any tier.

- 1. Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the Superintendent, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
- 2. Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 3. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- 4. Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Superintendent.
- 5. Assurances.** The Superintendent and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
- 6. Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

- 7. Audit Requirements.** If the Contractor is a Subrecipient of federal awards as defined by the Office of Management and Budget (OMB) CFR, Part 200, Subpart F, and expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards (does not apply to contracts for goods and services) from all federal sources in any fiscal year beginning on or after December 26, 2014, the Contractor shall procure at their expense a single or program-specific audit for that year. The Contractor shall incorporate OMB CFR, Part 200, Subpart F audit requirements into all contracts between the Contractor and its Subcontractors who are Subrecipients of federal awards. The Contractor shall comply with any future amendments to OMB and any successor or replacement Circular or regulation.
- 8. Budget Revisions.** Any monetary amount budgeted by the terms of this Contract for various activities and line-item objects of expenditure may be revised without prior written approval of Superintendent, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the Superintendent.
- 9. Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Contractor shall immediately notify the Superintendent if, during the term of this contract, Contractor becomes debarred. The Superintendent may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

The Contractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 10. Certification Regarding Lobbying.** The Contractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor must also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require its subcontractors to certify compliance with this provision.

**11. Certification Regarding Wage Violations.** The Contractor certifies that within three (3) years prior to the date of execution of this Contract, Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Contractor further certifies that it will remain in compliance with these requirements during the term of this Contract. Contractor will immediately notify the Superintendent of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Contract.

**12. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the Superintendent of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

**13. Confidentiality.** The Contractor acknowledges that all of the data, material and information which originates from this Contract, and any student assessment data, material and information which will come into its possession in connection with performance under this Contract, consists of confidential data owned by the Superintendent or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Contractor. The Contractor is wholly responsible for compliance with FERPA requirements.

The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Contract.

**14. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the Superintendent. The Superintendent shall be considered the author of such Materials. If Materials are not considered "works for hire", Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual

property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Contractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Contractor has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Contractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial](#) (preferred) or [Creative Commons Attribution-NonCommercial-ShareAlike](#) licenses, version 4.0 or later, are acceptable for these specific sections.

The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Contractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

**15. Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Superintendent shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion,

to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

**16. Disputes.** In the event that a dispute arises under this Contract, it shall be determined by a Dispute Board in the following manner: (1) The Superintendent shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the Superintendent and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto.

As alternatives to the above Dispute Board process: (1) if the dispute is between two or more state agencies, any one of the agencies may request intervention by the Governor, as provided by 43.17.330 RCW, in which event the Governor's process shall control; and, (2) if the dispute is between a non-state agency and another state agency or non-state agency party to this Contract, all the disputing parties may mutually agree to mediation prior to submitting the dispute to a Dispute Board in the event the dispute is not resolved pursuant to mediation within an agreed-upon time period.

**17. Duplicate Payment.** The Superintendent shall not pay the Contractor, if the Contractor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.

**18. Electronic signature.** Any signature page delivered via fax machine or electronic image scan, receipt acknowledged in each case, shall be binding to the same extent as an original, wet ink signature page. Any Party who delivers such a signature page agrees to later deliver an original counterpart to any Party which requests it.

**19. Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**20. Ethical Conduct.** Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to the Superintendent's employees.

**21. Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

**22. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Superintendent and all officials, agents, and employees of the Superintendent, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Superintendent for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Contractor's or subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, or hold harmless the Superintendent shall not be eliminated or reduced by any actual or alleged concurrent negligence by Superintendent or its agents, employees, or officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless Superintendent and its agents, employees, or officials.

**23. Independent Capacity of the Contractor.** The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her employees or agents performing under this Contract are not employees or agents of the Superintendent. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Superintendent or of the state of Washington by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

**24. Insurance.**

a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such

worker's compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontract retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to:

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the Superintendent, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the Superintendent incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the Superintendent for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the Superintendent by the Contractor pursuant to the indemnity may be deducted from any payments owed by the Superintendent to the Contractor for the performance of this Contract.

- b. **Automobile Insurance.** In the event that services delivered pursuant to this Contract involve the use of vehicles, owned or operated by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident or occurrence, using a Combined Single Limit for bodily injury and property damage.

- c. **Business Automobile Insurance.** In the event that services performed under this Contract involve the use of vehicles or the transportation of clients, automobile liability

insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Contractor's employees' vehicles are used, the Contractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident or occurrence, using a Combined Single Limit for bodily injury and property damage.

- d. **Public Liability Insurance/General Liability.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the Superintendent, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

- e. **Additional Insured.** The State of Washington, Office of Superintendent of Public Instruction, shall be specifically named as an additional insured on all policies except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. The Superintendent may waive this requirement at its discretion. Policies and certificates of insurance shall include the contract reference number.
- f. **Proof of Insurance.** Certificates and or evidence satisfactory to the Superintendent confirming the existence, terms and conditions of all insurance required above shall be delivered to the Superintendent within five (5) days of the Contractor's receipt of Authorization to Proceed.
- g. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at the Superintendent's option. By requiring insurance



herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Superintendent in this Contract.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

**25. Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Contract.

**26. Limitation of Authority.** Only the Superintendent or the Superintendent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Superintendent.

**27. Non-Discrimination.** The Contractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the Superintendent. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. The Contractor shall notify the Superintendent immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the Superintendent.

**28. Overpayments.** Contractor shall refund to Superintendent the full amount of any overpayment under this Contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, Superintendent may charge Contractor one percent (1%) per month on the amount due until paid in full.

**29. Payments.** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Superintendent. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract under Duties of the Superintendent, and (2) Acceptance and certification by the Superintendent or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) All approvable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor and acceptance and certification by the Superintendent or designee, and (2) All expenses necessary to the Contractor's performance of this Contract not specifically mentioned in the Contract shall be borne in full by the Contractor.

**30. Public Disclosure.** Contractor acknowledges that the Superintendent is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Contract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, the Superintendent shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Superintendent will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Superintendent will release the requested information on the date specified.

**31. Publicity.** The Contractor agrees to submit to the Superintendent all advertising and publicity matters relating to this Contract which in the Superintendent's judgment, Superintendent's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Superintendent.

**32. Registration with Department of Revenue.** The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

**33. Records Maintenance.** The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the

Contract, shall be subject at all reasonable times to inspection, review or audit by the Superintendent, personnel duly authorized by the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**34. Right of Inspection.** The Contractor shall provide right of access to its facilities to the Superintendent or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

**35. Severability.** The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**36. Site Security.** While on Superintendent premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**37. Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the Superintendent. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

If, at any time during the progress of the work, the Superintendent determines in its sole judgment that any subcontractor is incompetent, the Superintendent shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by the Superintendent of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the Superintendent.

**38. Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**39. Technology Security Requirements.** The security requirements in this document reflect the applicable [requirements of Standard 141.10 of the Office of the Chief Information Officer \(OCIO\)](#) for the state of Washington, which by this reference are incorporated into this agreement.

The Contractor acknowledges it is required to comply with WaTech OCIO IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between Superintendent and the Contractor. Any related costs to performing these activities shall be at the expense of the Contractor. Any such activities and resulting checklist and/or other products must be shared with the Superintendent's Information Technology Services.

**40. Termination for Convenience.** Except as otherwise provided in this Contract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated, the Superintendent shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.

**41. Termination for Default.** In the event the Superintendent determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Superintendent has the right to suspend or terminate this Contract. The Superintendent shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Contract may be terminated. The Superintendent reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Superintendent to terminate the Contract. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure

to perform was outside of his or her control, fault or negligence. The rights and remedies of the Superintendent provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

**42. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion of this Contract, with the notice specified below and without liability for damages:

- a. At Superintendent's discretion, the Superintendent may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At Superintendent's discretion, the Superintendent may give written notice to Contractor to suspend performance when Superintendent determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When Superintendent determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.
  - (3) Upon the receipt of notice under b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to Superintendent and an acceptable date cannot be negotiated, Superintendent may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. Superintendent may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to Superintendent in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

**43. Termination Procedure.** Upon termination of this Contract the Superintendent, in addition to other rights provided in this Contract, may require the Contractor to deliver to the Superintendent any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Superintendent shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Superintendent and the amount agreed upon by the Contractor and the Superintendent for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the Superintendent, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Superintendent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Contract. The Superintendent may withhold from any amounts due to the Contractor such sum as the Superintendent determines to be necessary to protect the Superintendent against potential loss or liability.

The rights and remedies of the Superintendent provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- c. Assign to the Superintendent, in the manner, at the times, and to the extent directed by the Superintendent, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the Superintendent has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Superintendent to the extent the Superintendent may require, which approval or ratification shall be final for all the purposes of this clause;

- e. Transfer title to the Superintendent and deliver, in the manner, at the times and to the extent as directed by the Superintendent, any property which, if the Contract had been completed, would have been required to be furnished to the Superintendent;
- f. Complete performance of such part of the work not terminated by the Superintendent; and
- g. Take such action as may be necessary, or as the Superintendent may direct, for the protection and preservation of the property related to this Contract which, in is in the possession of the Contractor and in which the Superintendent has or may acquire an interest.

**44. Treatment of Assets.** Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this Contract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Contract. The Contractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

Any property of the Superintendent furnished to the Contractor shall, unless otherwise provided herein, or approved by the Superintendent, be used only for the performance of the Contract.

The Contractor shall be responsible for any loss or damage to property of the Superintendent which results from the negligence of the Contractor which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Contractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Contractor under this clause shall include Contractor's employees, agents and subcontractors.

**45. Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

## **EXHIBIT G**

### **FEDERAL GRANT TERMS AND CONDITIONS**

#### **PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS**

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

#### **MEMORANDUM to ED GRANTEEES REGARDING THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS**

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
  - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
  - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
  - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
  - Federal grant funds cannot be used to pay for alcoholic beverages; and
  - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.



- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
  - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
  - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.
  - All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:  
The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
  - A short conversation could help avoid a costly and embarrassing mistake.

Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting and conference-related expenses.

**EXHIBIT H**  
**DATASHARE TERMS AND CONDITIONS**

**AGREEMENT BETWEEN REQUESTOR AND THE OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION TO AUTHORIZE THE RELEASE AND USE OF IDENTIFIABLE STUDENT-LEVEL DATA**

\*\*\* \*\*

In consideration of the promises and conditions contained herein, the Office of Superintendent of Public Instruction (“OSPI”) and Requestor (“Contractor”) do hereby mutually agree as follows.

**DATASHARE AGREEMENT (DSA) PURPOSE**

OSPI has agreed to share the student data described in this Agreement with Contractor under the Studies Exception to the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g(b)(1)(F); 34 C.F.R. § 99.31(a)(6)) and the Contractor, Consultant, or Volunteer Exception to FERPA (20 U.S.C. § 1232g(b)(1)(F); 34 C.F.R. § 99.31(a)(1)(i)(B)).

The Studies Exception allows for the disclosure of personally identifiable information (“PII”) from education records without the consent of parents or eligible students to organizations conducting studies for, or on behalf of, schools and school districts.

The Contractor, Consultant, or Volunteer Exception allows for the disclosure of personally identifiable information (“PII”) from education records without the consent of parents or eligible students to parties whom an agency or institution has outsourced institutional services provided that the outside party (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to the requirements of § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

The work described in this Agreement is being done for OSPI.

**DUTIES OF OSPI**

OSPI agrees to disclose to Contractor student data for the purpose of implementing Washington state’s Washington Comprehensive Assessment (WCAP). The Purpose, scope, and duration of the data sharing, in addition to the specific data elements being shared is contained in contract # \_\_\_\_\_.

**DUTIES OF CONTRACTOR**

Contractor will not disclose the data to any other party, except those employees of Contractor and Contractor’s subcontractors (collectively, “Authorized Users”) that are directly involved and

have a legitimate interest or a "need to know" in the performance of the research according to the terms of this Agreement.

The Contractor must require all Authorized Users as listed in DSA-Exhibit C, Authorized Users for Contractor to comply with applicable state and federal student privacy laws, including without limitation the Family Education Rights Privacy Act, 20 U.S.C. 1892(g); the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq. Contractor must require each Authorized User to sign OSPI's Statement of Confidentiality and Non-Disclosure Statement (DSA-Exhibit A). Alternatively, Contractor may require each Authorized User to sign a confidentiality agreement that must contain, at a minimum, the terms and conditions of this Agreement. Signed copies of Contractor's confidentiality agreement or OSPI's Non-Disclosure Statement(s), as appropriate, will be attached to this Agreement as DSA-Exhibit A.

The Contractor agrees to protect data in a manner that does not permit personal identification of students, and will not publish results for student aggregations of fewer than 10 students, in order to protect against revealing potentially individually identifiable student-level information. This includes applying complementary suppression techniques or blurring of reported data such that the values of suppressed cells (fewer than 10 students) may not be inferred or calculated by subtracting reported values from row or column totals.

Contractor certifies that it has the capacity to restrict access to the data solely to Authorized Users and to ensure that the data is accessed only for the purpose, scope, and duration described in Contract # \_\_\_\_\_. In addition, Contractor must store all data on secure data servers using current industry best practices. Contractor agrees to notify OSPI as soon as practicable if Contractor learns of any security breach to the server containing the data or of any disclosure of data to anyone other than the Authorized Users or OSPI officials authorized to receive confidential data. Contractor must cooperate and take all reasonable means prescribed by OSPI to secure any breaches as soon as practicable.

Contractor agrees to destroy all data within forty-five (45) days after it is no longer needed for the purpose Contract # \_\_\_\_\_, upon OSPI's request, or upon termination of this Agreement, whichever occurs first, and unless agreed otherwise in writing. Contractor must provide written verification of the data destruction (signed copy of DSA-Exhibit B, Certification of Data Destruction) to OSPI within forty-five (45) days after the data is destroyed.

Contractor agrees to permit OSPI, at OSPI's cost and upon written reasonable request, to inspect, review, or audit Contractor to confirm that the Contractor is complying with this Agreement, including, without limitation, the data security policies and procedures identified in Contract # \_\_\_\_\_, and the methods of data destruction described in DSA-Exhibit B.

Contractor will collect and use the data provided under DSA-Exhibit D, Data Approved for Sharing, of this Agreement only for the purposes, scope, and duration identified in Contract

#\_\_\_\_\_. Contractor agrees to provide a copy of any products or reports with OSPI before they are released, published, or otherwise made available.

If Contractor becomes legally compelled to disclose any data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), the Contractor must use all reasonable efforts to provide OSPI with prior notice before disclosure so that OSPI may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure OSPI's compliance with the confidentiality requirements of federal or state law. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, Contractor will disclose only that portion of the data that Contractor is compelled to disclose under law.

### **ALTERATIONS AND AMENDMENTS**

Terms and conditions of this Agreement, including the DSA-Exhibits thereto, may only be amended by mutual written consent of both OSPI and Contractor. Contractor will not assign its respective rights or obligations under this Agreement without prior written consent of OSPI. The rights and obligations of each party under this Agreement will inure to the benefit of and will be binding upon that party and its respective successors and assigns.

### **AUTHORIZED USERS**

The individuals who are the designated Authorized Users for Contractor with respect to this Agreement are listed with their contact information in DSA-Exhibit C.

### **TECHNOLOGY SECURITY REQUIREMENTS**

The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Contractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard [141.10, Securing Information Technology Assets](#). OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all OSPI assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between OSPI and Contractor. Any related costs to performing these activities will be at the expense of Contractor. Any such activities and resulting checklist and/or other products must be shared with OSPI's Information Technology Services.

### **ENTIRE CONTRACT**

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

### **EFFECTIVE DATE AND TERM**

OSPI will not disclose the data prior to the occurrence of each of the following conditions: (1) This Agreement must be executed by a representative of OSPI and Contractor; (2) Contractor must provide copies of DSA-Exhibit A for each authorized user to OSPI's Contract Manager; and (3) The Contractor confidentiality agreements attached as DSA-Exhibit A must be signed.

The term of this Agreement is as follows, subject to the three prior conditions to OSPI's commencement of performance set forth immediately above and except as otherwise provided in this Agreement:

>**START DATE**<, or date of execution, whichever is later, through >**END DATE**<.

### **GOVERNING LAW**

This Agreement will be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder will be in Superior Court for Thurston County.

### **INDEMNIFICATION**

Each party will be responsible for the negligence of its own employees or agents in the performance of this Agreement.

### **LIMITATION OF AUTHORITY**

Only OSPI will have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by OSPI.

### **PUBLICITY**

Contractor agrees to submit to OSPI all advertising and publicity matters relating to this Agreement which in OSPI's judgment, OSPI's name can be implied or is specifically mentioned. Contractor agrees not to publish or use such advertising or publicity without the prior written consent of OSPI. Notwithstanding the foregoing, Contractor may make known in a public fashion the existence of the Agreement without prior consent of OSPI.

### **TRANSFER PROTOCOL**

OSPI and the Contractor agree to work cooperatively to determine the proper medium and method for the transfer of the data between each other. Contractor will confirm the transfer of confidential data and notify OSPI as soon as practicable of any discrepancies between the actual

data transferred and the data described in this Agreement. The same protocol will apply to any transfer of data from Contractor to OSPI.

### **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of the contract.

### **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either party may, by five (5) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice must specify the date of termination.

### **TERMINATION FOR DEFAULT**

Either party may terminate this Agreement in the event the other party materially breaches any term, provision, warranty, or representation.

Contractor acknowledges that the breach of this Agreement or its part may result in irreparable and continuing damage to OSPI for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this Agreement by Contractor, OSPI, in addition to any other rights and remedies available to OSPI under this Agreement, at law, or in equity, may be entitled to preliminary and permanent injunctions to enjoin and restrain the breach or threatened breach.

If OSPI determines that Contractor has violated this Agreement, OSPI may, at its discretion, bar Contractor from accessing student-level data from OSPI for at least five (5) years.

In the event of a breach by Contractor, the rights and remedies of OSPI provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

### **INCORPORATION OF DSA EXHIBITS AND ORDER OF PRECEDENCE**

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- DSA-Exhibit A – Statement of Confidentiality and Non-Disclosure
- DSA-Exhibit B – Certification of Data Destruction
- DSA-Exhibit C – Authorized Users for Contractor
- DSA-Exhibit D – Data Approved For Sharing
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

**EXHIBIT I**  
**OSPI AMERICANS WITH DISABILITIES ACT COMPLIANCE: GRAPHICS AND COLORS**

# OSPI Americans with Disabilities Act (ADA) Compliance: Graphics & Colors

Because of their disability, many people with low vision do not see webpages the same as others. Some see only small portions of a computer display at one time. Others cannot see text or images that are too small. Still others can only see website content if it appears in specific colors.

For these reasons, many people with low vision use specific color and font settings when they access the Internet – settings that are often very different from those most people use.

For example, many people with low vision need to use high contrast settings, such as bold white or yellow letters on a black background. Others need just the opposite – bold black text on a white or yellow background. And, many must use softer, more subtle color combinations.

## Tips for Graphic Creation that is Accessible

- Provide good contrast. Be especially careful with light shades of gray, orange, and yellow.
- Use True Text whenever possible. You can see True Text (TT) next to the font selection in most programs.
- Avoid all caps. All caps can be difficult to read and can be read incorrectly by screen readers.
- Use adequate font size. Font size can vary based on font chosen, but 10 point is usually the minimum.
- Make sure links are recognizable. Differentiate links in the body of the page with underline or bold. Links should clearly tell the user where the link will take them (no "click here" links).
- Don't convey content with color alone. Users

often can't distinguish or may override page colors.

## Resources for Web Accessibility

- [Color code finder](#). Upload a photo to find the different color codes.
- [Color contrast checker](#). Enter color codes to find out which foreground and background combination is accessible.

## Accessible Color Guidance

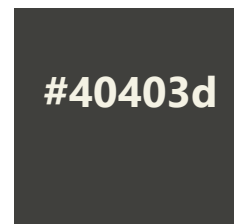
The colors below are OSPI's main brand colors and associated codes. They are displayed with text and background color in ADA compliance.

OSPI's cream and charcoal colors should be used in designs instead of white and black.

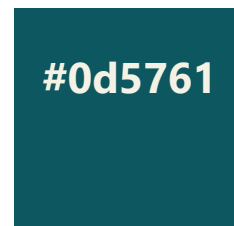
Cream color code: #f7f5eb

Charcoal color code: #40403d

### Preferred



### Optional



Washington Office of Superintendent of  
**PUBLIC INSTRUCTION**



## **EXHIBIT J**

### **OSPI SERVICE LEVEL REQUIREMENTS AND REMEDIES**

Timely delivery of services and deliverable is imperative and, as a result, the contract will include provisions for expectations and financial remedies to ensure the completion of tasks and processes deemed essential to OSPI. CONTRACTOR’s failure to complete essential tasks and processes both correctly and on time could result in substantial injury to the state, either through incidental cost burdens from corrective actions or through jeopardizing the reputation of the state through the release of inaccurate or misleading information. OSPI and Contractor acknowledge that such injury cannot be calculated with certainty.

For each such failure, Contractor will be liable to OSPI for liquidated damages as a remedy, not as penalty, as set forth in the table below. If OSPI chooses to impose any of the liquidated damages listed below, OSPI and CONTRACTOR agree such action will be the sole and exclusive remedy for the associated issue other than contract termination through procedures set forth in the contract’s general terms and conditions; otherwise, OSPI may take other actions as stipulated under the contract general terms and conditions and allowed under law. If imposing liquidated damages, OSPI does not intend to apply multiple categories for the same underlying event, but should multiple categories apply, will impose the category most advantageous to the state for the associated issue.

The CONTRACTOR will be assessed as damages no more than 2% of the total annual contracted and funded amount in a given year. The CONTRACTOR will not be held responsible for delays that result from the State or schools failing to meet specific timelines and responsibilities.

The following list of expectations and the associated financial remedies dictate the terms regarding service performance expected of the CONTRACTOR while working with OSPI.

#### **Collection of Remedy**

At OSPI’s discretion, collection of financial remedies may be initiated through either deduction from contract payments or direct invoicing to the CONTRACTOR.

<b>Service Expectation</b>	<b>Metric</b>	<b>Remedy</b>
Test results are delivered on time.	Final State summative test results (state data file) are not delivered on the mutually agreed upon delivery date*. (This item is not intended to apply to anomalous missing results of individual students).	\$10,000 per business day
Test Delivery System is fully functional and available to all	Specified tests are not available by the opening dates or during the prescribed	\$25,000 per business day

Service Expectation	Metric	Remedy
intended users for accessing the Summative or Interim tests	window as specified in the contract's project plan.	
Test Delivery System is fully functional and available to all intended users for accessing the Interim tests	Specified tests are not available by the opening dates or during the prescribed window as specified in the contract's project plan.	\$5,000 per business day
Student level data is secure, and only available to authorized viewers as defined in security requirements.	Security of student level data is compromised due to a breach of accepted security protocols, the encryption key or encrypted data resulting from issues with hardware, software, network components, or services within the scope of the CONTRACTOR.	\$25,000 per occurrence
Test Delivery System service is uninterrupted for students and administrators during regularly scheduled school hours within established operational testing windows.	Service interruptions or log in issues lasting more than 10 minutes prevent multiple students, from the same region or across the state, from taking tests (during regularly scheduled school hours within established testing windows), due to issues with hardware, software, network components, or services within the scope of the CONTRACTOR.	\$5,000/hour, prorated as needed, not to exceed \$25,000/day
Test Delivery System performs within prescribed refresh parameters.	Average mean screen refresh time across the state is greater than 1 second.	\$5,000/hour, prorated as needed, not to exceed \$25,000/day
Test Delivery System service is uninterrupted for administrators.	Service interruptions or log in issues lasting more than 1 day prevent LEA / school personnel from accessing administrative functions (from June through January), due to issues with hardware, software, network components, or services within the scope of the CONTRACTOR.	\$5,000 per business day

(\*) OSPI definition of "end of day" is 11:59 p.m. (PT).

## **EXHIBITS K-V**

Available as separate documents on [OSPI's procurement website](#).