

State of Nebraska
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES

RETURN TO:

Statewide Assessment Office
 Nebraska Department of
 Education, 6th Floor
 301 Centennial Mall South
 Lincoln, NE 68509-4987

SOLICITATION NUMBER	RELEASE DATE
NDE.CEX.2020	December 4, 2020
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 15, 2021 2:30 PM Central Time (CT)	Jeremy Heneger

This form is part of the specification package and must be signed and returned, along with proposal documents, by
2:30 PM, January 15, 2021

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Department of Education, (State or NDE) is issuing this Request for Proposal, RFP Number NDE.CEX.2020 to provide a nationally-normed and widely-accepted standardized off-the-shelf College Entrance Exam to be administered to Third-year Cohort students in the Spring of 2022. Written questions are due no later than 5:00 PM CT December 17, 2020 and should be submitted on the Word form provided in Form E via e-mail to jeremy.heneger@nebraska.gov.

Bidder should submit one (1) original and six (6) copies of the entire proposal and one (1) electronic copy on a USB flash drive to be included in the shipment of hard copies. In the event of any inconsistencies among the proposals, the language contained in the original proposal will govern. Proposals must be submitted by the proposal due date and time.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies that bidder maintains a drug free work place environment. The undersigned must be a representative within the bidding company who has the authority to sign a final contract.

Firm: _____

Mailing Address: _____

Telephone number: _____ Fax number: _____

Signature: _____ Date: _____

Typed Name & Title of Signer: _____

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

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

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GLOSSARY OF TERMS

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

Addendum: Something added or deleted.

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

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

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

Amendment: Written correction or alteration.

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

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

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

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

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

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

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

Business Day: Any weekday, excepting public holidays.

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

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

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

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

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

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

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

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

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

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

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

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

Data: Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

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

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

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

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

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

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

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

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

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

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

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

May: Denotes discretion.

Mandatory: Required, compulsory or obligatory.

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

Must: Denotes the imperative, required, compulsory or obligatory

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should: Indicates an expectation.

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

Solicitation Document: Request for Proposal.

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

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

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

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

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

USB Flash Drive: a very small, portable, solid-state hard drive that can be inserted into a USB port for storage and retrieval of data that can be used with any computer that has a USB port.

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

Vendor: An actual or potential contractor; a contractor

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

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Education (NDE or State), is issuing this Request for Proposal (RFP) Number **NDE.CEX.2020** to select one Vendor to provide a nationally-normed and widely-accepted standardized off-the-shelf College Entrance Exam for eligible third-year cohort students for a spring weekday administration. This exam is the state-required accountability assessment. This exam will provide students with a college-reportable score that can be used, at college or university discretion, to contribute to application and admission decisions.

A contract resulting from this Request for Proposal will be issued for a period of one (1) year effective July 1, 2021 through June 30, 2022, with the option to renew annually for four (4) additional 1-year terms thereafter contingent upon satisfactory performance by the contractor.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://www.education.ne.gov/>

A. SCHEDULE OF EVENTS

NDE expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. All times indicated will be Central Time unless otherwise indicated.

	ACTIVITY	DATE/TIME
1	Release Request for Proposal	December 4, 2020 5:00 PM
2	Last day to submit "Notification of Intent To Bid"	December 16, 2020 5:00 PM
3	Last day to submit written questions	December 17, 2020, 5:00 PM
4	State responses to written questions posted to the Internet at http://www.education.ne.gov/ and/or http://das.nebraska.gov/materiel/purchase_bureau/vendor/services-rfp.html	December 21, 2020, 5:00 PM
5	PROPOSALS DUE – late proposals will not be accepted and will be returned unopened to Bidder.	January 15, 2021, 2:30 PM
6	Proposal opening Location: Department of Education, 6 th floor, State Board Room 301 Centennial Mall South Lincoln, NE 68509	January 15, 2021, 2:30 PM
7	Evaluation period	January 18, 2021 - February 3, 2021
8	Oral Interviews/Presentations and/or Demonstrations (if required)	January 25-27, 2021
9	Post "Letter of Intent to Contract" to Internet at: http://www.education.ne.gov/ and/or http://das.nebraska.gov/materiel/purchase_bureau/vendor/services-rfp.html	February 8, 2021
10	Contract finalization period	February 9-March 9, 2021
11	Contract award	March 10, 2021, 5 PM
12	Contractor start date	July 1, 2021-June 30, 2022

II . PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Jeremy Heneger
Dept: Office of Teaching, Learning, & Assessment
Agency: Nebraska Department of Education, 6th floor
Address: P. O. Box 94987
301 Centennial Mall So.
Lincoln, NE 68509-4987

E-Mail: jeremy.heneger@nebraska.gov

B. GENERAL INFORMATION

The Nebraska Department of Education (NDE) is issuing this RFP to select one Vendor to provide a nationally normed and widely accepted standardized off-the-shelf College Entrance Exam for eligible Third-year Cohort students for a spring weekday administration. This exam is the state-required accountability assessment. This exam will provide students with a college-reportable score that can be used, at college or university discretion, to contribute to application and admission decisions. The offer will be scored based on the bidder's base product without options that augment the per unit price of the exam along with related statewide services as set forth in the deliverables. NDE defines the base product as those exam items that are not optional for rendering a college reportable score. Bidder must submit written proposals according to the instructions contained within this document, describing how it will meet the specific requirements.

Bidder must use a coordinated approach with NDE staff to plan and implement all tasks, subtasks, and activities related to this proposal conducted over the life of the contract.

The NDE is open to ideas about the future of assessments at the high school level. The NDE welcomes proposals (or parts of proposals) that embrace innovation and expand the thinking around summative assessments. As examples, proposals are encouraged to address the future role of college entrance exams and the possibility of capturing achievement growth.

C. COMMUNICATION WITH NDE STAFF

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

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

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

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

D. NOTIFICATION OF INTENT TO BID

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

It is preferred that Form B, Notification of Intent to Bid, be sent via e-mail to jeremy.heneger@nebraska.gov, but may be hand delivered, or sent via delivery by US mail.

A list of bidders who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at <http://www.education.ne.gov/> on or after the date shown in the **Schedule of Events**.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation or questions desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska Department of Education on the RFP Number **NDE.CEX.2020**; Assessment System Questions (see Form E). Questions must be submitted on or before December 17, 2020 as shown in the **Schedule of Events** on Form E and sent via e-mail attachment to jeremy.heneger@nebraska.gov.

Written answers will be provided through an addendum to be posted on the NDE website at <http://www.education.ne.gov/> as indicated in the **Schedule of Events**.

F. PRE-PROPOSAL CONFERENCE

Not applicable.

G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

philosophy. Bidders will not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

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

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

H. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, (1) original and six (6) copies of the entire proposal and one (1) electronic copy on a USB flash drive to be included in the shipment. The copy marked "original" will take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2495 should be used. The request for proposal number must be included in all correspondence.

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

named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

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

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on foldouts which, when folded, fit into the 8 ½" by 11" format. Pages must be numbered and may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, will be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal will disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

I. PROPOSAL OPENING

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

J. LATE PROPOSALS

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

K. REJECTION OF PROPOSALS

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

L. EVALUATION OF PROPOSALS

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

1. The Executive Summary:

- a. Understanding the State's needs.
 - b. Clear overview of proposed services.
 - c. Understanding of the nature and scope of the work involved.
2. Corporate Overview will include but is not limited to:
- a. The ability, capacity and skill of the bidder to deliver and implement the system that meets the requirements of this Request for Proposal.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - c. The competency of the professional personnel who will be assigned by the contractor to provide services during the contract. Qualifications of professional personnel will be evaluated by education and relevant experience.
3. Technical Approach:
- a. Sufficient specificity for the Statement of Work to demonstrate understanding of the requirements and tasks involved.
 - b. Detailed capacity to reasonably meet all requirements within proposed timelines.
 - c. Understanding of the psychometrics of developing and implementing statewide exams.
 - d. Efficient communication, management and operation of the system.
 - e. Demonstrates coordination and integration of all of the components of the assessment system.
4. Cost Proposal:
- a. Costs are clear and sufficiently detailed.
 - b. Costs are reasonable and justified.
 - c. Proposal provides maximum value for least cost.
 - d. Costs are provided for enhancements or optional activities.
5. Overall
- a. Proposal clearly indicates that bidder has the capacity and can meet the requirements within the specified time frame.
 - b. Successful experience providing similar services at a similar scale.
 - c. Evidence of existing customer satisfaction.
 - d. Evidence of responsiveness to state and district needs.
 - e. Overall quality of proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Internet at: <http://www.education.ne.gov/>. Evaluation criteria will not be released prior to the proposal opening.

M. EVALUATION COMMITTEE

Members of the Evaluation Committee(s) will independently evaluate proposals. The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

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

N. MANDATORY REQUIREMENTS

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

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

O. REFERENCE CHECKS

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

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

P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Bidder is expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

Q. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

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

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

A. GENERAL

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

Accept
& Initial

1. Signed Request For Proposal form;
2. Original Request for Proposal document;
3. Any Request for Proposal addenda and/or amendments to include questions and answers;
4. Contractor’s proposal;
5. Any contract amendments, in order of significance;
6. Verification of insurance certificates, tax ID status and business or corporate status to conduct business in the state, as per Secretary of State of Nebraska;
7. Contract award.

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

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

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

B. AWARD

Accept
& Initial

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

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

Once an intent to award decision has been determined, it will be posted to the Internet at:

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

Grievance and protest procedure is available on the Internet at:

<https://insidende.education.ne.gov/admin-memo/113>. Any protests must be filed by bidder within ten (10) calendar days after the intent to award decision is posted to the Internet.

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

Accept
& Initial

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

D. PERMITS, REGULATIONS, LAWS

Accept
& Initial

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

E. OWNERSHIP OF INFORMATION AND DATA

Accept
& Initial

NDE will have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

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

F. INSURANCE REQUIREMENTS

Accept
& Initial

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

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

1. WORKERS' COMPENSATION INSURANCE

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

including Occupational Disease. This policy will include a waiver of subrogation in favor of the State. The amounts of such insurance will not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

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

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
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4. EVIDENCE OF COVERAGE

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

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

G. COOPERATION WITH OTHER CONTRACTORS

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

Accept
& Initial

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

H. INDEPENDENT CONTRACTOR

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

Accept
& Initial

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) will in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons will not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

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

Accept
& Initial

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

J. CONTRACTOR PERSONNEL

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

Accept
& Initial

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

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

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

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;

3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

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

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept
& Initial

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

L. CONFLICT OF INTEREST

Accept
& Initial

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

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

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

M. PROPOSAL PREPARATION COSTS

Accept
& Initial

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

N. ERRORS AND OMISSIONS

Accept
& Initial

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

O. BEGINNING OF WORK

Accept
& Initial

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

P. ASSIGNMENT BY THE STATE

Accept
& Initial

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

Q. ASSIGNMENT BY THE CONTRACTOR

Accept
& Initial

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

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept
& Initial

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or

mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

Accept
& Initial

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

T. ATTORNEY'S FEES

Accept
& Initial

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

U. ADVERTISING

Accept
& Initial

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

V. STATE PROPERTY

Accept
& Initial

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

W. SITE RULES AND REGULATIONS

Accept
& Initial

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

X. NOTIFICATION

Accept
& Initial

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

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

Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

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

Y. EARLY TERMINATION

The State and the contractor, by mutual written agreement, may terminate the contract at any time.

Accept
& Initial

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

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor will be entitled to receive just and equitable compensation for any authorized work that has been satisfactorily completed as of the termination date. In no event will the contractor be paid for a loss of anticipated profit.

Accept
& Initial

AA. BREACH BY CONTRACTOR

Accept
& Initial

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

BB. ASSURANCES BEFORE BREACH

Accept
& Initial

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

CC. PENALTY

Accept
& Initial

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

DD. RETAINAGE

Accept
& Initial

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

EE. BID BOND

A Bid Bond is not required for this proposal.

FF. PERFORMANCE BOND

A Performance Bond is not required for this proposal.

GG. FORCE MAJEURE

Accept
& Initial

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

HH.

PROHIBITION AGAINST ADVANCE PAYMENT

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

Accept
& Initial

II.

PAYMENT

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

Accept
& Initial

JJ.

INVOICES

The contractor to the State with sufficient detail to support payment must submit invoices for payments. The terms and conditions included in the contractor's invoice will be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice will be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, will be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

Accept
& Initial

KK.

AUDIT REQUIREMENTS

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

Accept
& Initial

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

LL.

TAXES

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

Accept
& Initial

MM.

INSPECTION AND APPROVAL

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

Accept
& Initial

NN.

CHANGES IN SCOPE/CHANGE ORDERS

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

Accept
& Initial

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor will not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered will be determined in accordance with the applicable unit prices of the contractor's proposal.

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

OO. SEVERABILITY

Accept
& Initial

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

PP. CONFIDENTIALITY

Accept
& Initial

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

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

QQ. PROPRIETARY INFORMATION

Accept
& Initial

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

RR. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

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

SS. PRICES

Accept
& Initial

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

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor will reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor will make an equal or equivalent reduction in corresponding prices for said specified products or services.

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

TT. BEST AND FINAL OFFER

Accept
& Initial

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

UU. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

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

Bidders will be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed

without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

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

VV. INDEMNIFICATION

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

The contractor will, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

XX. ANTITRUST

Accept
& Initial

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

YY. DISASTER RECOVERY/BACK UP PLAN

Accept
& Initial

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

ZZ. TIME IS OF THE ESSENCE

Accept
& Initial

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

AAA. RECYCLING

Accept
& Initial

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

BBB. DRUG POLICY

Accept
& Initial

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

CCC. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

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

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

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

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept
& Initial

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

IV. PROPOSAL DESCRIPTION AND SCOPE OF WORK

Project description and scope of work is provided in the introduction to the Technical Approach in Section B.4, below.

A. PROPOSAL INSTRUCTIONS

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

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

B. TECHNICAL PROPOSAL

The Technical Proposal consists of four (4) sections:

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

1. REQUEST FOR PROPOSAL FORM

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

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

2. EXECUTIVE SUMMARY

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

Bidder must present its understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders will summarize how its Technical Proposal meets the requirements of the Request for Proposal, and why it is best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

Bidder must provide the:

- full company or corporate name,
- address of the company's headquarters,

- entity organization (corporation, partnership, proprietorship),
- state in which the bidder is incorporated or otherwise organized to do business,
- year in which the bidder first organized to do business,
- whether the name and form of organization has changed since first organized, and
- Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

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

- 1) the time period of the project;
- 2) the scheduled and actual completion dates;
- 3) the contractor's responsibilities;
- 4) for reference purposes, a customer name (including the name of a contact person, a current telephone number, and e-mail address); and
- 5) each project description will identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- 6) Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- 7) If the work was performed as a subcontractor, the narrative description will identify the same information as requested for the contractors above. In addition, subcontractors will identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

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

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

j. SUBCONTRACTORS

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

- 1) Name, address and telephone number of the subcontractor(s);
- 2) Specific tasks for each subcontractor(s);
- 3) Percentage of performance hours intended for each subcontract; and
- 4) Total percentage of subcontractor(s) performance hours.

4. TECHNICAL APPROACH

The Technical Approach must be organized as included in **V. Statement of Work**.

a. PROJECT OVERVIEW

The State of Nebraska, Department of Education (State or NDE) is issuing this RFP to select one Vendor to provide a nationally-normed and widely-accepted standardized off-the-shelf College Entrance Exam for eligible Third-year Cohort students for a spring weekday administration. This exam is the state-required accountability assessment.

This exam will provide students with college-reportable scores that can be used, at college or university discretion, to inform application and admission decisions.

In April 2016, the Legislature of Nebraska 104th session passed Section 79-760.03 of the Legislative Bill 930 which states that “...no later than 2017-18 school year the State Department of Education will administer a standard college admission test, selected by the State Board Education, on students in the eleventh grade attending a public schools in the state in lieu of the assessment for the one grade in high school as required under section 79-760.03. The department will pay the expenses of administering such college admission test and may use funds from the Nebraska Education Improvement Fund as provided in section 9-812.”

This college admission test must be administered throughout the State of Nebraska at all public schools and relied upon by institutions of higher education. At a minimum the areas of Reading, Mathematics, Science, and Writing must be included.

b. PROJECT ENVIRONMENT

Nebraska has approximately 23,000 students in the third-year cohort in high school in 245 districts and five state operated schools. In this proposal, the term “district” encompasses both types of schools. The districts range in size from very small with fewer than 10 students in the third-year cohort, to the largest district of over 3,000 students in the third-year cohort. Nebraska is primarily a rural agricultural state with the majority of the population and students located in the metropolitan areas along the eastern edge of the State. Additional information about Nebraska’s districts, schools and students, including enrollment data by grade level, can be found on the Nebraska Education Profile (NEP) on the Department’s homepage at:

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

Bidder is to be aware that 100% of students may not participate in the college entrance exam because of their participation in a community college entrance exam.

Third-Year Cohort Membership	
2004-2005	21,307
2005-2006	21,381
2006-2007	22,376
2007-2008	21,926
2008-2009	21,666
2009-2010	21,303
2010-2011	21,296
2011-2012	21,415
2012-2013	21,344
2013-2014	21,533
2014-2015	21,742
2015-2016	22,043
2016-2017	22,840
2017-2018	22,929

2018-2019	23,386
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c. INCLUSIVENESS OF ASSESSMENTS

The State is committed to the principle that the statewide assessment must be accessible to all students.

d. DATA

The 2007-08 school year was the initial year of implementation of an individual student and staff record system known as the Nebraska Student and Staff Record System (NSSRS) at: <http://www.education.ne.gov/nssrs>. Since that time, NDE has moved to the Adviser dashboard.

Each student has been assigned an NDE Student ID as a component of the NSSRS. ADVISER is the official source of all student and staff information for the NDE and warehouse for all longitudinal assessment data. It is used to create the State's Educational Profile, which is found at: <https://nep.education.ne.gov>, and to calculate the Accountability decisions for the schools and districts. Bidder will provide all data to NDE and schools data files that contain the Unique ID (NSSRS) number as a standard field in the file.

e. TECHNOLOGY

1) Nebraska districts/schools have been completing multiple assessments online since 2009 in a secure testing environment. This includes assessments to accommodate students with an identified need for paper testing such as English Language Learners, Section 504, or Special Education. Bidder will provide site-based paper/pencil or online access to the assessment, with each school testing site determining its mode. School testing sites that select online will be provided paper/pencil for accommodated students.

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

- Safari
- Google Chrome
- Firefox
- Microsoft Edge
- Internet Explorer

3) Bidder will provide supported OS versions and web browser versions before testing sites are required to commit to paper/pencil or online modes of testing. Supported versions cannot be eliminated between testing site commitment time and test administration. Bidders proposing information technology solution for this RFP whose products are only accessible via only one computer platform (such as, ONLY Windows (PC) or ONLY Apple (Mac)) and/or only Internet Explorer web browser may be deemed non-responsive and/or non-compliant to the terms and conditions of this RFP.

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

f. QUALITY WORK

- 1) The quality of all work and materials produced by the bidder is critical to the successful completion of the standardized off-the-shelf College Entrance Exam. Throughout its response, the bidder must provide evidence and descriptions of the methods and procedures it uses to ensure the quality and security of its work.
- 2) Additionally, technical documentation is a critical requirement to verify the quality of work and provide evidence for the validity of the assessment system. In addition to the technical reports and publications specifically described in this RFP, bidder is expected to provide appropriate technical documentation for tasks such as test construction, scoring, etc. on an ongoing basis.
- 3) Each of the following requirements of the Technical Approach must be addressed and in the order and as numbered below. Headings and subheadings indicate the components of the assessment system to be included. **Bidder may also wish to propose alternative or additional tasks that it feels would improve the efficiency of the project and/or quality of the materials produced for the project. Additional or optional tasks or activities should be identified and included as a separate item in the budget.**

V. STATEMENT OF WORK

A. INTRODUCTION

The Statement of Work section details the services and deliverables required of the bidder(s) for a nationally-normed and widely-accepted standardized off-the-shelf College Entrance Exam. The exam will be administered in spring 2021. Bidder must use a coordinated approach with NDE staff to plan and implement all tasks, subtasks, and activities related to this Statement of Work that are to be conducted over the year of the contract.

NDE expects that all products developed and used under this contract will be defect-free. Errors in materials or quality assurance, failures in development, administration, scoring or reporting for any assessment component will not be accepted. The term “defect” includes, but is not limited to, inaccuracies in grammar, content, format, or directions in any printed or online material or posted materials.

The text below is outlined by responsibility, requirement, and specification. In its narrative, bidder must specifically identify the requirement or specification and submit a complete response to, or where appropriate, agreement to, each requirement and specification. The narrative must follow the

order presented in the RFP. Bidder is encouraged to provide detailed responses in order to allow the State to fully evaluate the bidder's capabilities.

It is the bidder's responsibility to complete each response section completely and in detail. No assumptions should be made that the State is aware of any bidder's capabilities, staffing, prior experience, past performance, or any other required information. Evaluation will be based on the information submitted with the proposal according to the terms of the RFP.

Bidder is required to use technology standards and applications that support interoperability, innovation, and minimal cost of transfer.

Any proprietary elements of the materials and/or processes used for the deliverables included in this bid must be identified, documented, and presented in the bidder's response. If this Contract involves a license to use proprietary software, systems and/or materials, the terms of use must be clearly stated.

Bidder must identify, document, and describe any materials and/or processes that are unavailable to the Contractor at the time of bidding. Where this occurs, the plan for procurement or development prior to the time required in the RFP must be included in the bidder's response.

Bidder must work with NDE to ensure that all administrative tasks are completed with high standards of quality. These tasks include production of all test materials, as well as packaging, distribution and retrieval of test materials, and security measures at all stages of tasks performed by the Contractor(s). A requirement of all data exchanges and reports is inclusion of Nebraska's unique State Assigned Student Identification Number (NSSRS number) for pre-identification/registration of students as required for score reporting, analysis, documentation and electronic data management of tests, scoring elements for reporting purposes, and reporting of results are all components of administering the nationally-normed and widely-accepted standardized off-the-shelf College Entrance Exam for the State of Nebraska.

1. BIDDER QUALIFICATIONS – MANDATORY MINIMUM REQUIREMENTS

Evidence of bidder qualifications will be provided throughout the proposal. The evaluators will be looking for evidence supporting the following minimum requirements. It is imperative that the bidder meet the mandatory minimum qualifications. If partnering with a subcontractor, the bidder and its proposed subcontractor(s) may collectively meet the mandatory minimum qualifications. If these qualifications are not met in the initial evaluation, bidder will not proceed in the evaluation process. Bidder can recommend a team or a single resource to address the scope of this project.

- a.** A minimum of ten (10) years of experience in developing, producing, administering, scoring and reporting large-scale, high-stakes high school and college entrance assessments (administered throughout the United States and relied upon by institutions of higher education).
- b.** Experience with development of short and extended constructed response items
- c.** Experience with assessment of complex performances
- d.** Experience with scoring rubrics and performance scoring procedures
- e.** Demonstrated project management experience with specific focus on work planning, status reporting, issue management, and deliverable review and approval procedures.

- f. Familiarity with Nebraska's College and Career Ready Standards for English Language Arts and Mathematics, and Nebraska Science Standards.
- g. Nebraska is committed to a transparent item alignment process, involving Nebraska educators. Bidder will provide items for an alignment process and participate in the process in Nebraska with Nebraska educators. Bidder will provide items for an alignment process and participate in the process in Nebraska with independent content experts.
- h. A commitment to Nebraska data privacy/security expectations: bidder must agree not to sell individual student data resulting from the assessments administered as part of the Nebraska assessment system or profile students for purposes of targeted marketing and sales.

2. EVIDENCE THAT BIDDER MEETS THESE REQUIREMENTS

Evidence will be provided throughout the proposal. In addition, evaluators will be looking for evidence supporting the:

- a. Benefit of the proposed assessments to all students
- b. Commitment to limit school and district burden
- c. Alignment of nationally-normed and widely-accepted standardized off-the-shelf College Entrance Exam to Nebraska Academic Standards
- d. Customization of process and deliverables not central to maintaining standardization requirements for purposes of having comparable scores to meet Nebraska's needs
- e. Commitment to transparency
- f. Commitment to high standards to protect and maintain data privacy and security

B. GENERAL REQUIREMENTS

Except as noted, the nationally-normed and widely-accepted standardized off-the-shelf College Entrance Exam must meet the general requirements.

1. EXAM DESCRIPTIONS

Bidder must propose an exam to be administered to Nebraska's third-year cohort students in spring 2021. The test must be administered on school testing sites, with each school site provided the opportunity to be a unique testing site or to co-locate with other districts to create a single testing site during the school day in spring 2021.

- a. Name of test instrument proposed;
- b. Tested areas, including those beyond the required areas of reading, mathematics, science, and writing for the college entrance exam.
- c. Item type for each tested area on each form;
- d. Length of time to administer the assessment by subject area;
- e. Scores provided;
- f. Evidence of acceptance and use by institutions of higher education throughout the United States of the college entrance exam. Acceptance and use by Nebraska institutions of higher education should be explicitly discussed.

More detailed descriptions are expected to be provided throughout the proposal.

2. PROFESSIONAL STANDARDS/BEST PRACTICES

Bidder will ensure that all materials, practices, and procedures used under this contract meet relevant professional standards such as those contained in the Standards for Educational and Psychological Testing published most recently by the American Education Research Association, American Psychological Association, and the National Council of Measurement in Education, particularly in terms of validity; reliability; fairness in testing; test design, including alignment; scores; administration, scoring; reporting, and documentation.

Bidder will inform NDE when implementation practices or policies are not consistent with the best educational research and practice. Bidder will be responsible for clearly communicating the risks of violating conclusions of the best educational research and practice. If NDE concurs, bidder will work to make necessary corrections.

3. STATE AND FEDERAL REQUIREMENTS

Bidder will ensure that all materials, processes, and procedures used under this contract meet relevant State and Federal Legal requirements, including requirements under the Every Student Succeeds Act (ESSA), the U.S. Department of Education Peer Review of State Assessment Systems, Non-Regulatory Guidance for States for Meetings Requirements of the Elementary and Secondary Act of 1965, as amended (2015), the Family Educational Rights and Privacy Act (FERPA), Neb. Rev. Stat. 79-2, 104, the state and federal laws concerning children’s online privacy protection, and the Individuals with Disabilities Education Act (IDEA). Throughout the life of the contract, and any extensions, bidder will communicate to the State when it concludes that the program is no longer meeting State and Federal requirements and will provide corrective options to the State for consideration.

4. COMMUNICATION

Bidder will assist NDE in explaining to the media, the public, stakeholders, the court, and/or other applicable entities why the tests are valid and reliable assessments that are appropriate for their intended purpose.

5. COOPERATION WITH QUALITY CONTROL CONTRACTOR AND NDE STAFF

NDE may contract separately with a third party quality control contractor for these assessments. The quality control contractor may review the bidder’s work, meet with the bidder’s staff, and/or conduct on-site visits at all of bidder’s facilities to assure NDE that:

- a. Bidder meets required schedules and quality control requirements while performing services and providing products in accordance with contractual requirements; and,
- b. File exchanges are properly coordinated. The bidder selected through this RFP will cooperate fully with the quality control contractor and NDE staff providing access to all facilities, personnel, and information regarding services upon request.

6. INTERACTION WITH VERIFICATION CONTRACTOR AND NDE ASSESSMENT, AND THE DATA AND RESEARCH TEAM

Bidder must cooperate with all information and data exchanges as arranged with NDE. NDE may contract separately with a third party verification contractor in an on-going or periodic basis. Bidder must describe its experience and plan for coordination with other state-contracted organizations assigned to work on the same program. Bidder will be required to share information regarding item parameters, data files (including scan files and command files), and any other information needed to verify the reliability, validity, and quality of the Nebraska assessment data and system.

7. TEST SECURITY

Bidder will follow state and industry standard security policies, including the provision of confidentiality agreements for all bidder's staff, subcontractors, and educators participating in any aspect of this project. Bidder may include sample confidentiality agreements as an attachment. Bidder will provide its plan detailing the implementation of security procedures. Bidder may choose to provide additional details under relevant requirements and specifications. Bidder must also indicate the base services (such as accounting of all secure materials, sealing, forensic analysis, etc.) related to test security which it requires for its state-wide state accountability assessments. If the bidder offers a variety of services, but does not have its own base requirements regarding security, that must be indicated in the proposal.

Any breach of security that occurs through the negligence or inaction of the bidder, such as, but not limited to, data breaches, failure to adhere to any security protocol or allowing raters to remove secure materials from any meetings such as State Standard setting and/or alignment to Nebraska State Standards will be considered a default on the terms of this contract.

8. TRAVEL

Bidder may be required to travel to various statewide locations to meet project requirements/training. All anticipated travel expenses are to be included in the bidder's component cost response. Therefore, the total price quoted for this project should include any travel, lodging or per diem costs to be incurred by bidder's personnel to provide services requested. NO ADDITIONAL COSTS WILL BE REIMBURSED.

9. EDUCATOR MEETINGS

Bidder must describe the purpose and rationale for any proposed Nebraska development meetings, review committees, and standard setting committees comprised of Nebraska educators. For all such meetings held with Nebraska educators, bidder is responsible for all of its own costs.

10. SUBCONTRACTOR REQUIREMENTS

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

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

11. NDE SIGN OFF

All procedures followed in the production, administration, scanning, scoring and reporting of the nationally-normed and widely-accepted standardized off-the-shelf College Entrance Exam will be made available for review by NDE.

C. CORPORATE CAPACITY AND PERSONNEL

Throughout this document, the term “bidder” is assumed to include subcontractors where appropriate and applicable. If the bidder proposes to subcontract any part of the work, the bidder’s response must refer to the subcontractors where appropriate. Within the relevant requirements and specifications, a description of each proposed subcontractor’s role in the project, qualifications to perform that role, management structure, key staff assignments and qualifications of assigned staff will be included.

If bidder has discovered fault with a subcontractor named in this RFP, bidder has the obligation to inform NDE immediately and the appropriate steps must be taken by either the subcontractor or the bidder to correct the problem prior to that problem resulting in substandard performance or non-compliance. Bidder will remain responsible for the performance of its subcontractors.

1. ORGANIZATIONAL STRUCTURE

Organizational charts, including identification of Executive and Key Personnel, for the bidder as a whole, and for the NDE project team specifically, including subcontractors where applicable, must be submitted by the bidder. Charts will clearly indicate lines of authority and communication within and among the bidder’s departments and subcontractors, where appropriate. Bidder will also describe its escalation process for resolving any contractor/client disagreements. All key staff for this RFP must be identified with an asterisk (*). For the purpose of this effort, the Project Manager is “key staff.”

If bidder chooses to use one or more subcontractors, a staffing organization chart must be submitted for each that also provides a staffing plan and percent effort for each proposed staff member needed to fulfill the assigned subcontractor tasks and activities that have also been identified in the Statement of Work. All key staff for subcontractors must also be identified with an asterisk (*). The lines of authority and reporting relationship between the subcontractor and the bidder must be identified.

2. PROJECT MANAGEMENT AND SUPPORT

Qualifications of key executive personnel must be presented before a contract will be finalized.

a. Project Director

Bidder will appoint a single project director who oversees the management of the project and serves as the primary point of contact with the NDE project director and management team. This person must be responsible for all activities required by the project and will have the authority to make decisions and commitments on behalf of the bidder, subject to NDE approval.

b. Project Manager(s)

Bidder will appoint one or more project managers who will serve as the primary point of contact with NDE.

- c. **On-Site Full Time Nebraska College Entrance Exam Coordinator**
Bidder will provide a full time staff person who will be housed at NDE at the State of Nebraska Office Building 6th floor at 301 Centennial Mall to serve as the Nebraska College Entrance Exam Coordinator. Both the contractor and Nebraska Department of Education will approve the person designated. The bidder, including, but not limited to salary, benefits, office rent, supplies, and travel, will cover all costs for the coordinator. The NDE expects the coordinator will receive comparable benefits to those employed by NDE in similar positions. The Nebraska College Entrance Exam Coordinator will work in coordination with both the NDE Director and Assessment and Accountability and bidder.
- d. **Management Meetings**
Bidder will support regularly scheduled weekly management meetings, video conferences, or conference calls with the NDE project management team.
- e. **Management Reports**
Bidder will provide the following reports:
 - 1) Weekly written project status reports
 - 2) Monthly Budget Update reports
 - 3) Annual Project Plan and Timelines
 - 4) Detailed agenda and subsequent minutes of all meetings and conference calls.

The college entrance exam company will identify an executive team member directly in charge of overseeing the Nebraska project. This executive team member will be available both during and outside of normal business hours to assist with any urgent situations. Contact information for this individual will be provided at the time of contract award. Changes to the assigned executive team member, except for those resulting from separation of services, require prior written consent by NDE. The replacement will have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and will be approved by NDE.

3. TIME ALLOCATION OF KEY PERSONNEL AND SERVICES

- a. Bidder will provide a list of key staff, including but not limited to, the project director, project manager, lead psychometrician, special populations consultant, and professional development provider, as well as all staff assigned 0.20 FTE or greater to this program. Each staff member's assigned responsibilities and time allocated to the program must be provided. Time expected to be allocated to other projects must also be indicated. In no case will an individual be assigned to more than one full-time equivalent position.
- b. Bidder will affirm in the response to this request for proposal that should the contract be awarded, all key personnel proposed will be released from any concurrent responsibilities that would impede their availability to assume the work as proposed.

- c. NDE reserves the right to interview and approve all key staff including subcontractor staff. Throughout the life of this contract, and any extensions, changes to the assigned program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, and special populations consultant, except for those resulting from separation of services, will require prior written consent by NDE. In the event that NDE requests removal of specific bidder personnel, the bidder will provide acceptable replacement(s) with no impact or additional charges to the project. Replacement(s) will have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and will be approved by NDE.
- d. All personnel who will work on-site at NDE or school sites must be pre-approved for site access, via a criminal background check in compliance with Nebraska requirements for school employees, arranged and paid for by the bidder.

4. STAFF QUALIFICATIONS AND EXPERIENCES

- a. Qualifications of all key personnel will be presented in bidder's proposal, including subcontractors. Supporting resumes outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract will be included as an appendix.
- b. NDE requires a psychometric team that will not only execute routine functions, but will also be able to provide a sophisticated level of expertise to guide any psychometric decisions that need to be made and re-evaluated as the program is implemented. The expectation is that the team will be able to provide psychometric options with strengths and challenges and its recommendations along with rationale. In the event of unexpected challenges, the team must include someone with both extensive experience and psychometric knowledge, as well as the decision-making authority to quickly address and remedy the situation. Members of the psychometric team and/or the lead psychometrician must be able and available to present to a variety of professional and lay audiences including the Nebraska Governor's Technical Advisory Committee, the Nebraska State Board of Education, media, and/or community members.
- c. For all meetings involving educators, bidder must indicate the qualifications of the facilitators. General qualifications for training and meeting facilitators must be included in the response to this request for proposals. Facilitators must be familiar with best practices, as well as state and federal laws, procedures and regulations concerning assessment. As applicable, facilitators must also be familiar with academic instruction of students and the educational and assessment landscape. Facilitators must be able to clearly articulate spoken English and create easily understood written materials and visual training aids. Facilitators must have demonstrated successful experience in leading large-group trainings including webinars and meetings as fit their responsibilities.

5. CORPORATE CAPABILITIES AND CAPACITIES

- a. Bidder must present a description of corporate capabilities. Bidder will provide the company's history, including the number of years that it has been in business, buyouts, takeovers, IPO's, bankruptcies, litigations and claims, etc. within the last 5 years, or for that period which the firm has been in business, if less than 5 years. Situations arising in assessed liquidated damages (LDs) must be described with their resolution, along with the amount of the LDs or provided additional services.
- b. The description will also identify the number of employees in the company and the company's location(s), including any presence in Nebraska. The overall capacity of the bidder's organization(s) and the resources that it will commit to the work for the project (by name and role in project) will be discussed.
- c. A general description of the bidder's capabilities and capacities related to development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, human scoring data processing, reporting and psychometric activities will be included. Responses must demonstrate that the bidder meets, at a minimum, the mandatory qualifications presented at the beginning of this component.
- d. Specific examples of the bidder's work products such as test and item specifications, items, forms, technical manuals, research reports, technical services, etc. should be identified under the relevant requirements and specifications and provided in attachments as appropriate. NDE expects to receive the same or better quality of work throughout the contract, including any extensions, as the examples that are provided in the proposal.
- e. Subcontractor capabilities and capacities also must be addressed.

6. RELEVANT EXPERIENCE

- a. Bidder will provide in tabular format a listing and description of all major projects requiring similar levels of technical rigor, statewide use of results, and customer service that it and its proposed subcontractors have carried out or are carrying out. Specific clients should be identified where appropriate. The table will include program name with client name, where appropriate; content area; type of scoring used; length of program or contract, and number of students served. Where relevant, bidder must provide the name of the state or other organization, name of client contact person, this individual's telephone, email and fax number, and e-mail address.

7. COMPANY EXPERIENCE

- a. The following bidder qualifications are required to ensure that high quality deliverables and effective services for the described project are achievable:
 - 1) Documentation of expertise
 - 2) Technical competency in all areas identified in Items 4 and 5 above.
- b. Submit a minimum of two (2) Company Experience and Demonstrated Capability (CEDC) Fact Sheets for each of the areas listed above for experience in the last 5 years.
- c. Further evidence of experience should be evident in responses to specific requirements and specifications as appropriate.

8. RISK MANAGEMENT AND QUALITY ASSURANCE

- a. Bidder will specifically address timeline issues, risks, and mitigation and contingency plans for all aspects of the project. These plans should refer to more than just “communication.” Additional details may be provided in the response to relevant requirements and specifications. Bidder should highlight its and its proposed subcontractors proven ability to document and enact risk management strategies – especially as they relate to the development, production, shipping and receipt, administration, scanning, human scoring, data processing, reporting and psychometric activities of high-visibility and high-stakes assessments. Bidder should submit sample Risk Assessment documentation used in an existing program to demonstrate the comprehensiveness of its ability to conduct contingency planning for a variety of conditions. Risk Assessment documentation may be submitted as an attachment to the proposal. This documentation should also highlight internal procedures and protocols for quality assurance in all aspects of delivering large-scale, statewide assessments – including test development, production, shipping and receipt, administration, scanning, scoring, data processing, and reporting.

D. PROGRAM/PROJECT MANAGEMENT

1. PRELIMINARY PROJECT PLAN

Bidder must submit a Preliminary Project Plan as an appendix with their bid response for evaluation purposes, including necessary timeframes and deliverables for the various stages of the project and the responsibilities and obligations of the Contractor and any subcontractors, as well as requests of the State. Bidder will review, revise in consultation with the NDE Project Manager and resubmit its Preliminary Plan revised to be a Final Plan within 2 weeks of contract start to the Director of Assessment as a deliverable.

2. CRITICAL KEY ACTIVITIES TABLE

Bidder must provide a Critical Key Activities Table for the fiscal year 2021-2022, including:

- a. High level project schedule
- b. Critical dates with the field (ordering of materials, receipt of materials, test dates, return of materials, demographic clean-up window, release of individual student scores, final individual student, school and district score file release, and receipt of paper reports)
- c. Key transfer dates between the bidder and NDE related to development, production, shipping and receipt, administration (of paper-based and online assessments, if applicable), scanning, scoring (automated and human), data processing, reporting and psychometric activities.

3. PROJECT APPROACH/STATEMENT OF WORK

- a. Scope Statement with a description of the deliverables to be provided under this Contract.
- b. Key activities related to the field (ordering of materials, receipt of materials, test dates, return of materials, demographic and score clean-up window, release of individual student scores, final individual student, school and district score file release, and receipt of paper reports) with critical paths must be identified, including:
- c. Assumptions and exclusions
- d. Critical success factors

- e. Initial resource plan with anticipated resources by organization, role, and responsibility
- f. Initial risk plan
- g. Initial communication plan
- h. Anticipated hardware, materials, and supplies to be provided by the State in meeting the target dates established in the Preliminary Project Plan.

4. PROJECT SCHEDULE

- a. Bidder proposal must include a detailed schedule reflective of the work plans that describe how each of the requirements and specifications described in the proposal will be accomplished. The schedule will at a minimum identify the tasks, subtasks, beginning date, end date, internal milestones, critical paths and the party/functional group responsible for each step in the process. The schedule must be included as a separate attachment to the proposal.
- b. Joint review of this schedule followed by NDE’s approval for the first contract period should occur within two weeks of the contract award. Bidder and NDE will mutually agree upon final dates. Joint monitoring of the schedule will occur on an on-going basis. Bidder will ensure that all schedule adjustments allow for final deliverable dates to be met. If necessary, timelines and schedules may be revised with prior approval of NDE and an executed contract amendment for all deliverables subject to liquidated damages. A revision of a timeline on the part of the bidder exempts the bidder from meeting a contractual deadline only if (1) the bidder and NDE mutually agree upon and document the change.
- c. Bidder will alert NDE as soon as it believes a deliverable subject to liquidated damages is at risk of not meeting its delivery date. NDE must be notified whenever the Nebraska contract is included in bidder’s internal meetings focused on programs at-risk.
- d. For the contract beginning in 2021, the review of the schedule for mutual agreement between NDE and bidder will occur within the first two weeks of the contract.

5. PROGRAM MANAGEMENT COMMUNICATION AND REPORTS

- a. **On-Going Communication**
 - 1) Communication between the bidder and NDE personnel is essential. Telephone calls, telephone conference calls, emails, overnight courier service, facsimile correspondence, webinars, and other communication procedures will be at the bidder’s expense. Toll-free numbers will be provided by the bidder for telephone communication including conference calls and webinars.
 - 2) Bidder will make all written communication or summaries of communications with any subcontractor(s) identified in this proposal available to NDE at its request. In addition, NDE expects to be able to participate during all appropriate and applicable meetings and trainings between the Bidder and any subcontractor(s) identified in this proposal.
- b. **Timeliness of Communication**
 - 1) Bidder’s Program Manager will return calls from NDE staff and respond to email messages within no more than 24 hours, preferably within the same day. If the Program Manager is not available to take calls and return

messages, NDE will be notified in advance. In the event that the Program Manager is not available, the bidder will notify NDE as to whom to contact in his or her absence, and will provide contact information for such individual.

c. Weekly Status Meetings

At a minimum, weekly phone calls between pertinent NDE staff and the bidder's Program Manager and other key bidder staff will be held between in-person project meetings to keep NDE current on project status, discuss issues as they arise, and to plan upcoming activities. NDE may determine and require more or fewer status updates over time. As the need arises, other periodic or on-going conference calls may be conducted. Bidder's Program Manager will prepare written documentation of each conference call. This is to be submitted to NDE within two business days of the conclusion of each meeting. Bidder will confirm its agreement to meet this requirement.

d. Project Meetings

- 1) Periodic face-to-face meetings between NDE staff and representatives of the bidder are essential. Those persons directly involved with this component of the project will be available for technical assistance and discussion at the project meetings at the expense of the Bidder for up to six (6) planning/work sessions through September 2021. These face-to-face meetings will be held in Lincoln, NE. Circumstances may dictate virtual meetings.
- 2) NDE will be responsible for the costs for its staff to travel to the bidder's location. The State will bear no cost for the time and travel of the bidder or its personnel or subcontractors for attendance at any meeting.
- 3) Planning for Project Meetings will be the responsibility of the bidder. Bidder must work closely with NDE staff to prepare a preliminary agenda and schedule that will be sent to NDE for review and approval no less than seven days in advance of the Project Meeting.
- 4) Bidder's Project Manager will prepare written documentation of each project meeting. Meeting notes/documentation will be submitted to NDE within one week of the conclusion of each meeting. Bidder will confirm its agreement to meet this requirement.

e. Kick-Off/Orientation Meeting

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

f. Annual Debrief Meeting

At the conclusion of the annual assessment cycle, the Contractor will be required to attend a program debrief meeting to discuss results, reports, and data trends from

the previous year's assessment cycle. The meeting must be held in Lincoln, NE at a date and time mutually acceptable to the State and the Contractor. NDE will bear no cost for the time and travel of the Contractor for attendance at the meeting.

g. Monthly Reports

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

h. Program Improvement Plans

For each phase of the program including but not limited to development, production, shipping and receipt, administration, scanning, scoring, data processing, reporting and psychometric activities, the bidder will provide a report that addresses the relevant phase by detailing the activities completed and by providing recommendations for improvement. The report will also detail errors, problems and/or discrepancies by district and by school. The report will allow NDE to detect any patterns in the errors, problems, or discrepancies noted in the report and to use that information to clarify instructions in the Assessment Administration and/or Coordinator Manuals. This report will be completed within one month of completing the relevant phase and during the year presented at one of the monthly planning meetings.

i. Quality Control and Sign-Offs

Reviews and signoffs for all deliverables will be documented and available to NDE upon request. The bidder will document the steps, timeline, and staff involved in the quality control procedures for each phase and deliverable of the project. The bidder will confirm its agreement to fulfill this requirement.

j. Invoices

- 1) Bidder will invoice only test administration costs for actual tests taken whether paper or online. Bidder will describe how pricing will be adjusted based on number of students who actually test.
- 2) Bidder will submit invoices according to the procedures and requirements set forth by NDE. It is expected that the payment schedule for this contract will be monthly with one payment for the services performed and deliverables provided during each month. The proposed contract will run from July 1, 2021 through June 30, 2022. The final invoice for each assessment cycle must be provided by July 15. Bidder will confirm its agreement to fulfill this requirement.
- 3) Some individual schools or districts may already have a purchase order or contract in place to purchase the same "off-the-shelf" product for 2021-2022. Please describe how you intend to address any resulting duplication.

k. Project Control

- 1) Bidder must carry out this project under the direction and control of NDE. Within two weeks of the execution of the Contract, bidder must submit the

project plan to NDE's Assessment Team for final approval. This project plan must be in agreement with must include the following:

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

E. TEST DESIGN CONTENT ALIGNMENT

1. ALIGNMENT

- a. Bidder must participate in alignment process with Nebraska educators in Nebraska to determine the alignment between the college entrance exam items and Nebraska academic standards. Bidder will allow educators to review its items in secure environments to determine alignment. Educators will sign security agreements, agreeing to security of items. Bidder will partner with NDE to determine processes for the alignment. Bidder will have the responsibility of providing all materials, leadership, and cooperation for the process as it is agreed upon. Alignment process and the results will be provided by the bidder in a report to NDE in a timely manner.
- b. Bidder must participate in an independent alignment process between the items and Nebraska academic standards. Bidder will allow content experts to review its items in secure environments to determine alignment. Experts will sign security agreements, agreeing to security of items. Bidder will partner with NDE to determine processes for the independent alignment. Bidder will have the responsibility of providing all materials, leadership, and cooperation for the process as it is agreed upon. The bidder will provide, in a report, the independent alignment process and the results to NDE in a timely manner to meet the requirements of ESSA. The independent

alignment may be partnered with the Nebraska Educator Alignment (see Item a. above) for convenience of scheduling per agreement between NDE and bidder.

- c. For each content area assessed on the college entrance exam the bidder will describe the content, skills, and concepts to be assessed.

2. ITEM TYPES

Bidder will describe the item types it uses for each of the content tests for its paper-based college entrance exam. Bidder will address how the chosen item types increase validity and minimize construct-irrelevant variance, especially for students with disabilities and English learners.

3. COLLEGE ENTRANCE EXAM BLUEPRINTS

Bidder will provide the test blueprints for the proposed college entrance exam.

4. TESTING TIME

Bidder will provide the testing time associated with the proposed college entrance exam. Bidder will describe how testing times were determined. Bidder will indicate whether “speediness” is a factor of any of the areas being assessed. If it is, bidder will provide a rationale for its inclusion. If it is not, the bidder will discuss how the time allotted, especially for students with disabilities and English learners, is adequate.

5. EXTERNAL REVIEW

Bidder will describe the process for expert external reviews of the test specifications for college entrance exam.

6. ITEM DEVELOPMENT

a. Universal Design

Bidder must describe the process used to ensure that items were created that permit students with disabilities and English learners to fully participate in the assessments and receive valid scores, while minimizing the need for accommodations. Bidder will explain how the needs of students with disabilities, especially sensory, physical and language disabilities, as well as English learners, were taken into consideration during item writing. Bidder must describe to what extent individuals with expertise in working with students with disabilities and with English language learners were included in the development and review of the test items and the assessments. In addition, bidder must explain how language load will be addressed.

b. Development of Item Specifications and Item Writing.

Bidder will describe its item specifications along with how item writing prompts are determined for the college entrance exam.

c. Development of Scoring Rubrics

Bidder will describe its process for developing and validating scoring rubrics for constructed response items, such as the writing tasks.

d. Content and Bias/Sensitivity Review

Bidder must describe the process used to assure that each item is of high quality, that it is aligned with a skill in the content area, that it measures the skill in a sound manner, and that the item does not unfairly advantage/disadvantage any student, and that it is not offensive to students, parents, or the public. Bidder must describe content review and bias/sensitivity review processes separately.

e. Reviewers

Bidder will provide the qualifications, relevant experience and demographic characteristics of reviewers. Bidder will also describe to what extent individuals with expertise in working with students with disabilities and with English language learners were included in the development of the test items and the assessments.

f. Field Testing

All items are to have been formally field tested. Bidder will provide the process used for field testing all items including the bidder's process for including accommodations in field testing. Bidder's description of field testing will include how the materials were prepared for field testing, including test forms. Bidder will provide a description of the demographics characteristics of participants in field-testing to assure items have been field tested with students representative of Nebraska's students.

7. FORM DEVELOPMENT

a. Regular Form

Bidder will describe in detail how it selects the items to be used in the operational forms each year including the number of new operational items to be included, and the number and position of new items to be field tested. Maximum number of exposures for items must also be addressed.

- 1) Bidder must include the manner in which the item bank is utilized to select the operational items as well as the field test items, and what percentage of pre-used items the bidder typically uses again.
- 2) In addition, the bidder will describe item refresh rates for each item type and how they are applied across all of the content areas. Bidder will describe how item refresh rates maintain test security, allow for released items, support technical adequacy, and promote cost efficiencies.

b. Breach Form

Bidder will describe the manner in which it will provide a breach form for each assessment.

8. ACCOMMODATED MATERIALS

a. Accommodations Available

Bidder must identify all accommodated forms that are available for the test product(s) proposed for administration to Nebraska's Third-year Cohort students and describe their characteristics, including:

- 1) Name and description of each accommodated form that is available (i.e. Braille, large print, translations, etc.);
- 2) Number of accommodated test forms and (if applicable) dates published
- 3) Availability of make-up and emergency accommodated test forms

- b. Large Print**
Bidder must describe the steps it follows to create large print forms (18 point font and greater than 18 point font). Issues related to images for mathematics must be specifically addressed.
- c. Braille**
It is expected that the bidder will utilize a braille vendor. Bidder will use the Unified English Braille (UEB) as the code standard and the basis of the braille representation of text. Bidder will be responsible for braille vendor costs and its employee travel related expenses. Bidder will also describe its plan for dealing with items that cannot be brailled. In addition, the bidder must indicate how the inability of an item to be brailled is documented in its item development system and item bank.
- d. Language Translated Forms**
Bidder will identify any language translated forms currently available and will describe the process used for creating translated forms to ensure that translated forms are comparable to English forms. Nebraska requires at a minimum a Spanish form for Reading, Mathematics, and Science.

9. DOCUMENT DEVELOPMENT

- a. Assessment Coordinators Manual**
Bidder will describe in detail the contents of the Assessment Coordinators Manual, as well as the processes used for creating, revising, and proofing the manual. The Assessment Coordinators Manual must provide an overview of the assessment program, responsibilities of the District Assessment Contact (DAC), responsibilities of the school site test coordinator, directions on how to prepare for the assessment, a complete list of all materials to be received, how to maintain materials securely, how to distribute and collect materials, how to receive and return materials, general information related to test administration timelines and schedules, recording of any supplemental demographic data, etc. This is not a secure document. It may be determined that the document will be more user-friendly if broken into separate documents, with one focusing solely on the receipt, distribution and returning of the materials.
- b. Test Administrators Manuals**
Bidder must describe the steps it follows to create the Test Administrators Manuals. The Test Administrators Manual should include, at a minimum the annual timeline of assessment activities, security procedures, information related to appropriate and ethical administration practices, specific directions and detailed procedures for giving the test, instructions to be read to the students, instructions for how to return materials to the assessment coordinator, a detailed list of all auxiliary test materials required for the test(s). The manual should also address accommodated materials and administrations. The bidder will describe in detail the contents of the Test Administrators Manual, as well as the processes used to create and proof the manual.
- c. Certification Forms**

Bidder must describe any and all District Assessment Contact (DAC) and Test Administrator certification forms indicating that ethical standards, security procedures and standard assessment administration procedures were followed throughout the assessment process. In addition, bidder must describe the process and manner for DAC and Test Administrator to indicate deviations from any of those. Bidder must describe how it collects, documents, and stores these certifications. Bidder should describe how also to have students participate in a certification process. Bidder and NDE will mutually agree to this process.

d. Test Booklets and Answer Documents

- 1) Bidder must describe the steps it follows to create paper-based test booklets and answer documents including whether they are separate or combined documents. At a minimum, the answer documents should include space for a pre-ID label and grids for bubbling in demographic information, accommodations code, test invalidation code, state use only and district use only information.
- 2) Taking into consideration administration efficiencies, ease-of-use by the student, and security concerns, the bidder must describe and illustrate the test booklet/answer documents that it uses. Bidder will indicate to what extent NDE will be able to customize the demographic area of the answer documents.

e. Ancillary Materials

Bidder will describe in detail any manipulatives or ancillary materials that can be used.

f. Sample/Released Items, Including Worksheets

Bidder must describe its release policy, including any and all support materials it provides.

F. ASSESSMENT ADMINISTRATION

1. WORK PLAN

- a. Bidder will describe in detail its plan for the assessment administration of the college entrance exam. This plan must describe each step in the assessment administration process and must be reflective of the schedule presented under Program Management for all assessment administration activities from start to finish for each assessment year.
- b. Assessment administration will include paper/pencil and online by school test site. The school test site will have the option to be all online or all paper/pencil. If a school test site selects the online option, students who qualify for allowable accommodations due to IEP Plans or their English Language Learner status may participate paper/pencil.
- c. Historically for statewide testing, the primary contact between NDE and Local Education Agency has been the District Assessment Contact (DAC). DACs have been responsible for all aspects of test administration at the district and school-level

including pre-test, during test, and post-test rostering and data processes, materials ordering including late/additional materials ordering, materials shipment and return, School Assessment Coordinator and Proctor training, and results reporting. While NDE acknowledges that the bidder for the College Entrance Exam will have a more direct relationship with school site coordinators, the bidder must provide all general communications that are sent to schools to district assessment contacts and NDE. NDE will have the opportunity to preview the communications.

2. TECHNOLOGY FOR ALL ASSESSMENTS

a. User Acceptance Testing

Bidder will provide access to online tutorials and practice tests, which will familiarize users with the online system and assure the online system functions satisfactorily, a minimum of 90 days prior to exam.

b. Online Assessment Security

Proposals must include a detailed description of the methods that will be used to ensure the security of the online assessments. The bidder will notify NDE immediately of any event, activity, Service Anomaly, or other occurrence that may constitute a threat to the security or privacy of Nebraska State data, pose a risk to test security, or which has the potential to disrupt or invalidate any aspect of a testing experience. Such notification shall occur immediately upon observation of the threat, risk, or potential risk regardless of the source of the observation and prior to any investigation or verification by the bidder.

c. District Capacity

The proposal must describe a procedure and timeline for evaluating district capacity for online assessments including local storing (cache) for large districts. The bidder must share a documented process (or checklist) for school or district staff to validate all software is installed, configured and working correctly. The bidder must provide a narrative that illustrates the ability of the CBT system to function in low bandwidth scenarios. The bidder must include a method for local backup of student responses in the event of a loss of internet connectivity.

d. Online Assessments

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

- 1) Audio capacity with text-to-speech synthesizing capabilities for appropriate accommodations and/or to provide directions/instructions.
- 2) Font size, contrast, and coloration that is adaptable for students with special needs or age appropriateness.
- 3) Assessment items, like reading passages, should use a split screen to keep the passage visible while moving through the items.
- 4) Acceptable range of screen resolutions.
- 5) Keep the need to scroll down or to the right to a minimum.
- 6) Capability to mark an item for rechecking before finishing the test.
- 7) Notification if students attempt to exit the test if items are incomplete or marked for rechecking.

- 8) A visual indication of the items selected.
- 9) Capability to reactivate a test if needed for incomplete tests.
- 10) In the possibility of a break in a testing session, the system should minimize loss of student responses.
- 11) Dictionary and thesaurus for online writing appropriate to the age group of students.

e. Tutorial

The proposal will include a tutorial in each subject area to allow students to learn how to use the online assessment system.

f. Practice Test

The proposal will include a practice test in each subject area to allow students to learn how to use the online assessment system.

3. TEST DATES

- a. NDE intends for districts to be given some choice in dates of administration. The test dates will be determined for school test sites by Districts Assessment Contacts with some local school site choice that will depend on mode of administration, paper/pencil or online. The bidder, regardless of mode of testing, will allow for initial test date(s), make-up date(s), and emergency medical make-up date(s), all during the school week, with enough time between the make-up date and the Emergency Medical make-up date for school site personnel to file with bidder for approval of needed accommodations for student(s), due to the emergency medical condition of student(s). The bidder must provide the most flexible plan allowable for test administration.
- b. Bidder will describe the process by which dates for each school testing site will be established and clearly communicated.
- c. Bidder will provide all available evidence regarding potential differences in student performance based on test scheduling (such as, differences in student scores from early spring vs. later spring administrations). NDE will have flexibility to make final decisions approving state testing dates.

4. UNIQUE ADMINISTRATION OPTIONS

a. Coordinated Test Sites

Each high school in Nebraska may be its own test site. However, schools that would like to form a "coordinated test site," by joining with other schools may do so. Thus, several schools may determine a partnership in delivering the college entrance exam to their students, who will be located at one coordinated test location. "Coordinated test sites" may opt to administer the college entrance exam as paper/pencil sites or online. "Coordinated test sites" may be located in a school, Educational Service Unit, or a facility that has been reserved for that purpose.

- b. Bidder will describe the process by which districts will communicate the intent to form a "coordinated test site," the information required, and all processes for successfully administering the college entrance exam in a "coordinated test site." The

date by which schools/districts must state intent to form “coordinated test sites” must also be included in the process description provided by the bidder.

5. STUDENT PRE-TEST ACTIVITIES

- a. Bidder will describe what activities are required of students prior to testing. Any questionnaires administered should be provided as an attachment or exhibit. Bidder will discuss the role NDE may have in reviewing and approving pre-test materials. Bidder will describe how students are adequately informed of the voluntary nature of some questions, how student-provided data will be used for their benefit, and if and how it will be used for other purposes such as for research.
- b. Nebraska is committed to providing a seamless process to its students who create profiles and participate in a college entrance exam individually and/or in the statewide exam administration. Bidder will provide for pre-registration of all individual student information in online format. The student profile and information along with student test scores and requests for post-secondary reporting will be available to all students participating in school testing-site based assessment in the same manner as afforded to those who register and take the exam on an individual basis at a traditional Saturday test site. Individual students will be provided a single online profile that holds information received through the Statewide delivery of a college entrance exam as well as any previous or subsequent test outcomes. Student profiles that already exist must be update-able and incorporated into the Statewide college entrance exam.

6. REGISTRATION AND MATERIALS ORDERING

- a. **Pre-printed ID File and Labels for Paper/Pencil forms**
 - 1) Bidder will provide a draft pre-printed ID file layout for NDE review and approval. Nebraska’s state assigned student identification (NSSRS) number must be included as a 10-digit field in Bidder’s labels and standard file formats. Prior to approval, NDE will have the opportunity to make changes to this file layout to ensure compatibility with state systems and processes.
 - 2) NDE will supply the testing vendor with an enrollment database. The enrollment data file will be generated from a data snapshot of NDE’s ADVISER system. The data from this file will also be used to pre-populate the materials ordering database. The bidder will propose how many days prior to testing the file must be provided.
 - 3) Bidder will describe the process by which tickets are provided to districts to be accessed by school site personnel and provided to students participating online. Bidder will provide a description for communicating the process for ticket access and printing to District Assessment Contacts/school test-site personnel.
- b. **NEBRASKA IS REQUIRED BY STATE STATUTE 79-759 and 79-760.03 TO TEST ALL PUBLIC SCHOOL STUDENTS**

Bidder will indicate how additional students will be registered for the assessments, including:

 - 1) after the initial enrollment data is provided to the bidder. NDE must approve the timeline and process.

- 2) for students who move into a district close to the testing date. NDE must approve the timeline and process.
- c. Bidder will provide student-identifying information (pre-ID) that is preprinted on labels that may be affixed to student answer documents, scanned electronically, and that can be read visually by an individual. Labels will contain the student NSSRS ID number along with barcode, school name, school number, and other critical student demographics for confirming student identification in a pre-identified format. The intent of pre-printing information directly onto the labels is to minimize administration preparation in the field since school personnel will separate the labels for use during testing. Consistent with that, labels should be printed and packaged in a way that facilitates ease in distribution by school test site, student last name, first name. Bar coding may be added by the bidder to automate check-in and processing of answer documents. Bidder must indicate how it proposes to do this. Prior to production, samples of pre-print processes must be quality-checked for smudging, etc., that could occur in the normal handling process that could prevent accurate reads as part of the image scan process. Bidder may describe alternatives in the response to this specification, including a rationale for why an alternative method is better, less expensive, and less labor-intensive for the district and school staff.

7. QUALITY CONTROL

Bidder must describe, in detail, plans for ensuring quality control of the pre-coding of student answer documents and student data labels commensurate with a state-wide assessment program. All processes and quality assurances followed to produce labels for paper/pencil will be followed to create accurate online access.

8. MATERIALS ORDERING SYSTEM

- a. Bidder will provide an online electronic ordering system for District Assessment Contacts to use. The system must pre-populate using the Pre-ID file provided by NDE. The system will allow District Assessment Contacts to adjust their total student numbers as well as input their accommodated forms and materials orders. Bidder will provide illustrative screens showing its online ordering system in training materials and in user manuals. Bidder will provide a training webinar or video for District Assessment Contacts to use the online electronic ordering system.
- b. Bidder will confirm district/school orders for materials using a web-based verification system. Districts will be able to order testing materials with an ordering window mutually agreed to by the bidder and NDE. Bidder will ensure that each district's order size is reasonable when it is submitted based on enrollment. Bidder must accept special requests for shipment through its online ordering system. Bidder will contact any district/school requesting an unusual order before materials are shipped and notify NDE. Bidder must describe how student accommodated material order information will be provided. Bidder will contact any school test sites that have not placed an order during the ordering process and will notify NDE.

9. ADDITIONAL MATERIALS ORDERING

- a. Last minute shortages of assessment materials will be handled quickly and efficiently by the bidder as specified in procedures mutually agreed upon by the bidder and NDE. Bidder will provide an online electronic ordering system and call center for

District Assessment Contacts and Test Coordinators to use to order extra testing materials. This system must provide verification that the orders have been filled and provide details about when and how the shipments were made. Bidder will provide illustrative screens to show its online ordering system. Proposals must clearly detail the timelines and procedures for handling late material requests including accommodated forms. Unusually large late orders will be reported to NDE for approval before shipping.

- b. In addition, the bidder will be responsible for providing a list of which districts/schools submitted additional orders, and what each ordered.

10. COLLEGE ENTRANCE WRITING ASSESSMENT ORDERING

Bidder will assure that ordering for all sections of the test is seamless and inclusive of all test segments.

11. DOCUMENT PRODUCTION

a. Test Administrator Manuals

Bidder must describe in detail how it will produce the Test Administrator manuals and how Nebraska specific information will be included. Bidder must describe in detail its processes for ensuring quality control of the production of the administration manuals commensurate with a statewide assessment program.

b. Test Booklets/Answer Documents

Bidder must describe the manner in which the student assessment booklets are produced. Details such as print colors, page weight, opacity, seals to be used, and so forth must be included.

c. Quality Control

Bidder must describe in detail its processes for ensuring quality control of the production of test booklets/answer documents commensurate with a state-wide assessment program.

d. Online forms

Bidder will assure that online test forms adhere to best practices of universal design for online assessment.

e. Breach Forms

Bidder will describe how and in what timeframe it will provide breach forms to impacted schools.

f. Ancillaries

If used, bidder will describe in detail its plans for ensuring quality control of the ancillaries commensurate with a state-wide assessment program.

g. Accommodated Materials

Bidder will describe in detail its processes for ensuring quality control of the accommodated materials commensurate with a state-wide assessment program.

12. SECURE DISTRIBUTION, COLLECTION, STORAGE AND DESTRUCTION

a. Packaging

- 1) Materials will be separately packaged by school test site and sent to District offices c/o the District Assessment contact. Accurate assembly of assessment materials is critical to the smooth operation of the Nebraska assessment program for the third-year cohort. Bidder will describe in detail how the assessment materials will be picked and packed, including how overages will be calculated and included to ensure consistent and accurate deliveries to schools. Each box must contain a complete packing list with codes of test materials included in box(es) so District Assessment Contacts can track distribution of test materials. Test materials must be received at the district/school no later than two weeks prior to testing. Bidder must provide tracking information for original shipments and additional orders for maximum accessibility to NDE, schools, and district staff. Bidder should assume a 10% overage of all materials to be maintained by the bidder for coverage of any shortages reported by local school systems, and will describe in detail the manner in which inventories will be monitored so that impending shortages can be avoided, or if noted, rectified before they prevent the filling of initial orders or re-orders. Bidder must accept special requests for shipment through its online ordering system, NDE, or its call center.
- 2) Bidder will describe in detail its plans for ensuring quality control of the packaging commensurate with a statewide assessment program.

b. Distribution and Collection

Bidder will be responsible for the distribution and collection of testing materials, including outgoing and incoming assessment materials, as well as hard copies of reports. Secure bonded freight carriers and/or courier services will be used for distribution and collection. Delivery and collection activities must conform to a rigid date/time schedule mutually set by NDE and the bidder. When shipping district test materials requires more than one box, the bidder will indicate the actual number of boxes that have been sent (e.g., Box 1 of 10, etc.). Bidder will use a brightly colored label on the outside of each box. This label will include the wording:

“ATTENTION: District Assessment Contact”

and the school test site to indicate that enclosed materials should be brought to the immediate attention of the appropriate personnel and to guide the DACs in distributing to possible multiple school test sites within their districts. Size of the label and print must be appropriately large.

Because the materials will contain secure and individually identifiable materials, all materials must be shipped with signature required for delivery. Verification of receipt of 100% of shipments is required.

c. Shipping

Bidder will describe a secure manner for shipping assessment materials that includes tracking and accounts for packages at each step in the shipment process. Delivery of

shipments is required no later than fourteen days before the assessment begins. NDE will provide shipping and contact information for each District Assessment Contact.

d. Security

All secure print materials for exams must be returned to the bidder immediately following each test cycle. Bidder will receive and check-in returned test materials as shipments arrive from the districts and schools. Bidder use of established quality assurance steps to ensure that all materials have been received and accounted for is vital to maintain the integrity of the program. Bidder will describe how it will collect both scorable and non-scorable testing materials at its expense upon completion of the assessment. After testing, scorable and nonscorable materials will be shipped in boxes that are provided by the bidder. Bidder must provide return shipping labels assigned for use and tracking by the bidder and NDE. Bidder will provide a secure means for returning assessment materials, with signatures required at each step of the return process. Bidder must pay all return shipping charges. Districts/schools must be able to track materials shipments; the bidder must provide NDE with tracking data during and following the shipping window.

e. Quality Control

- 1) Bidder will describe in detail its plan for ensuring quality control of the distribution and collection of assessment materials commensurate with a statewide assessment program. Bidder must scan, or identify boxes as they are received in a secure area and notify shipper, school, and NDE of any missing boxes. Bidder must open all boxes and determine accuracy of the document counts provided by the schools. If used and unused materials are shipped together, the bidder must check the unused (to ensure that used materials have not been intermixed) and notify the school and NDE. Used and unused materials containing a security bar code must be scanned for check-in.
- 2) For missing answer documents, the bidder must:
 - a) Provide a listing of schools and number of students with missing answer documents; and
 - b) Notify schools of the number of answer documents missing.
- 3) Quality Assurance Plan for missing materials:
 - a) Bidder must provide a process for timely identification of missing materials and provide a report back to schools requesting return of any missing materials and/or explanation of such;
 - b) Bidder must provide regular reports to NDE of schools with missing materials and the status of responses from schools;
 - c) Bidder must provide for follow-up contacts with schools and districts via email and by phone, if necessary, to elicit a response.

f. Materials Storage and Destruction

Bidder will describe the timeline and procedures used to archive and/or retain scorable and non-scorable material. NDE expects that scorable materials be retained for a period of 1 year (365 days) after completion of reporting and non-scorable

material for 6 months (180 days) after reporting. Upon expiration of the aforementioned time periods, the bidder must request NDE permission to destroy the stored material before doing so. Bidder will indicate how it proposes to do this. Electronic images and files will be retained for the life of the contract, including any extensions, plus 12 months.

Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

13. DISASTER RECOVERY

Bidder will recommend an industry-standard recovery approach that meets applicable NDE standards with a reasonable expectation that testing requirements can be successfully achieved. The disaster recovery approach will include a description of how materials and data for this project will be backed-up and recovered in the case of an emergency. NDE will have final approval of the disaster recovery solution.

14. VERIFICATION

Bidder will provide services associated with the pre-ID and security barcode capture and data application. Bidder will provide a description of its procedures to account for all secure test materials. Within 5 days of the date(s) that the bidder is to receive returned materials, the bidder will provide a written report to NDE of all districts that have not returned their materials (box level). Weekly reports will be provided with the addition of partial shipments and test booklet count discrepancies until all secure materials have been accounted for. Resolutions will also be indicated. Bidder is responsible for contacting districts to resolve these issues. A final security report recording that all secure materials have been accounted for will be provided to NDE within one week of all materials being accounted for.

15. NON-TESTED STUDENTS

Bidder will propose a process for schools and districts to provide information on students who didn't test or had an invalidation in a manner that does not result in the state being charged for a test.

16. TEST MONITORING

a. Fidelity to Test Administration and Security Procedures

- 1) Bidder will describe its procedures for ensuring that students take the assessment under the correct name using the appropriate name and ID.
- 2) Bidder will describe in detail the steps that it will take to monitor the fidelity with which the test administration and security procedures are being applied. This will include a plan for annual training of District Assessment Contact (DACs), and other key test administrators as identified by DACs in each district, support materials DACs and key test administrators, on-site monitoring of paper-based administrations, and the use of forms certifying that applicable test administration and security procedures were followed to be signed by DACs and key test administrators as identified by DACs in school test site. Additional electronic monitoring of security procedures may be

included. In addition, bidder will compile issues and questions brought to the attention of the bidder by NDE, DACs and others. This compilation should inform discussions regarding which procedures may need to be clarified or enhanced in future years.

- 3) Bidder must describe procedures that will be used for possible security breaches, which must include, but is not limited to signed security compliance agreement (electronic or paper signature) from all DACs, and school test site administrators, who are involved with testing or secure student information as well as the collection processes and mechanisms used. In addition, bidder must describe the quality assurance plan that will be used to monitor testing including, but not limited to, a summary of communication related to possible irregularities by school and test cycle, a description of the bidder-initiated processes used to detect possible irregularities, and the process used to collect and archive the security agreements for all DACs and school test site administrators. Bidder will provide assistance and support to NDE in strengthening Nebraska's overall security procedures. This may include confirming that state-of-the-art processes, policies, and materials are being employed for the college entrance exam. NDE welcomes evaluations and recommendations regarding improvements to training materials, methods dealing with security processes at the state level and in districts and schools, and procedures for dealing with possible security breaches. Integrity of the test scores depends on adherence to rules governing the program in the preparation of students, test administration, and the handling of answer sheets after testing. In addition, the Psychometrics section of this RFP addresses employing data forensic statistical analyses to evaluate the likelihood that any of the test results were not earned fairly.

b. Reported Violations of Administration and Security Procedures

In Nebraska, Principals, Superintendents, DACs and all certified staff are expected to report violations of administration and security procedures to NDE. Bidder should propose procedures to be used for any security violations related to administration of the college entrance exam. Bidder will confirm its agreement to work with NDE to develop mutually agreeable procedures to ensure both NDE and the bidder are informed without requiring duplication of effort on the part of the schools/districts.

c. Resolution of Reported Violations

Bidder will provide a description of its policies and procedures related to investigating reported violations. Bidder will allow NDE's participation in the investigation as NDE deems appropriate and in the final determination where college reportable scores will not be provided for the college entrance exam. In cases where there is disagreement between the bidder and NDE, bidder will provide options for reporting non-college reportable scores.

17. ACCOMMODATIONS PROCEDURES

a. Accommodations Availability

- 1) Bidder must provide separate lists of exam accommodations available to Nebraska students for the Spring 2021 test cycle for students with disabilities

and for English language learners. Each list must describe the full range of administrative accommodations that are available such as extended timing, stop-the-clock breaks, testing over multiple days, etc. Accommodations listed must be supported by the most current research. The list will describe the test accommodations and supports that result in college reportable scores and allow access for students with disabilities and English learners to most fully participate in each assessment without interfering with the measurement of the constructs.

- 2) Bidder will also discuss accommodations, which would result in scores that would not be college-reportable or would threaten the validity of the assessment by interfering with the construct being measured. Nebraska has a strong commitment to providing access to students. Bidder will be ready to defend any restrictions on accommodations based on research, rather than only allowing accommodations that it has chosen to research. NDE is committed to erring on the side of access for the student. Bidder and NDE will come to mutual agreement on exam accommodation processes.

b. Accommodations Eligibility

Bidder must describe the criteria used to determine student eligibility for these accommodated forms or supplementary accommodations materials and specify whether the accommodations are available to students with IEPs, 504 plans, and/or English Learners and provide research that supports the denial of administrative accommodations for any of these groups. Bidder must identify which accommodated forms or use of supplementary accommodations materials lead to college reportable scores and provide research that supports the exclusion of those accommodations that lead to scores that are not college reportable.

c. Accommodations Approval

- 1) Bidder must describe its accommodation request and approval process, including the timeline for accommodations to be approved after requests are made.
- 2) Nebraska is committed to allowing all students to participate in testing with the accommodations needed at the time of testing regardless of when the student enrolls in the school. Bidder will describe its process for approving accommodations for students who enroll in school after the typical deadlines (such as, a student who is blind requiring a braille test) without penalty to NDE or the student (such as, the student is still eligible for college reportable scores). Bidder will describe its process for approving accommodations for students who are unable to test due to sudden illness or emergency that results in accommodations needed for the student to participate in a make-up session.
- 3) In cases where a school administers a test with an accommodation not approved by the bidder, bidder will provide options for reporting non-college reportable scores.

18. ADMINISTRATION RESTRICTIONS

Bidder will identify any administration restrictions it may have in terms of: where the assessments may be administered (site establishment expectations), who may or may not administer the assessments, and who may be in the room during testing.

19. REMOTE TESTING PLAN

Due to the recent pandemic, bidders should include a plan for remote testing.

G. DATA COLLECTION AND SECURITY

Nebraska is deeply committed to student data privacy and security and is looking for an assessment vendor equally committed. Administrative Memorandum 711 (AM 711) regarding student data and student privacy is available at <https://insidende.education.ne.gov/admin-memos#am700>.

1. WORK PLAN

Bidder's work plan must provide a detailed description of its proposed student test management and reporting system. This plan must describe how the system handles student registration, accommodations requests, shipping address confirmation, etc. and must be reflective of the schedule presented under Program Management for all test delivery activities from start to finish for the assessment year.

2. DATA SECURITY AND MITIGATION EXPERIENCE

a. Cyber Security

Bidder will agree at all times to maintain network system and application security that, at minimum, conform to the following:

- 1) Nebraska Information Technology Commission standards
- 2) Bidder must agree to document all cyber security expectations to State of Nebraska Administrative Memorandum 711 in response to this RFP. Special consideration must be made to ensure the security of Personally Identifiable Information (PII) stored or processed by the system.

b. Security Features of Data Systems

- 1) Any test management or other systems used by the bidder to store or process Nebraska data will be subject to security reviews by NDE or its representative. Bidder will describe the overall approach to security in its proposed system(s). Bidder will describe all cyber security exceptions to AM 711 in response to this RFP. Challenges that the bidder may encounter for meeting cyber security standards during this project and will also identify how those challenges can be mitigated.
- 2) Bidder will discuss the features of its system(s) which prevent infiltration. Additionally, bidder will describe features of its system(s) that ensure security and privacy of student information during various testing processes including student enrollment, accommodations requests, and generation and distribution of score reports

c. Data Breaches and Remedies

Bidder will identify any breaches of student data in the last five years, the type of data breached, how it was remedied and any resulting policies or procedures that were put in place. Explain your current security processes and procedures to protect student data privacy.

3. DATA PRIVACY AND USE OF STUDENT DATA

a. Confidentiality

- 1) All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor, contractor shall notify the State immediately of said breach and take immediate corrective action.
- 2) It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a As Amended. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 3) Bidder will not use, nor permit its subsidiaries or subcontractors to use, student private information in any way or for any purpose other than those expressly granted by contract. Bidder will confirm its agreement to meet this requirement. Bidder will comply with all requirements of the laws and regulations of the Individuals with Disabilities in Education Act (IDEA), the Family Educational Rights and Privacy Act (FERPA) and state laws concerning confidentiality and disclosure of personally identifiable student information prior to disclosing any such information regarding any student in furtherance of the activities described in this RFP and any subsequent contract awarded.
- 4) Bidder will not release any student level data for any purpose not approved by NDE. Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

4. TRANSPARENCY REQUIREMENTS

- a. The following transparency conditions regarding the bidder's use of student private information will be required as part of a contract with the bidder.
- b. If the bidder is unable or unwilling to adhere to any of the conditions listed below, bidder will provide an explanation regarding the particular transparency conditions to which they cannot conform.
- c. Bidder that operates an internet website, an on-line service, including cloud computing services, an on-line application, a mobile application, or other service that uses, creates or acquires student private information will not knowingly engage in any of the following activities with respect to its service unless contractually specified:

- 1) Engage in targeted advertising of students on the bidder's web site, service or application, or target advertising on any other web site, service or application when the targeting of the advertising is based upon any information that the bidder has acquired because of the student's or parent's use of that bidder's web site, service or application.
 - 2) Use student private information, including unique identifiers, created or gathered by the bidder's web site, service or application, to amass a profile about a public school student, except in furtherance of a public school purpose as determined by the State.
 - 3) Sell student private information to any third party.
 - 4) Disclose student private information to any party unless the disclosure is:
 - a) Required by state or federal law,
 - b) Necessary to respond to or participate in a judicial or administrative proceeding,
 - c) To protect the safety of users or security of the bidder's website, service or application, or,
 - d) To the extent required by law, to provide student private information to law enforcement agencies or for an investigation of a matter of public safety.
- d.** Bidder may not gather or use student private information from any source unless it has demonstrated a specific legitimate educational purpose for doing so and the use has been expressly authorized by NDE in the Contract.
- e.** Bidder must agree to delete Student Data at the request of a School District.
- f.** Bidder agrees to provide transparency to parents, school districts, and the public about its collection and use of student private information including:
- 1) Post on bidder's website contact information for the bidder or subcontractor that collects or generates student private information,
 - 2) Post on the bidder's website the types of Directory Information that is collected or generated by the bidder, its subcontractors or disclosed to a third party and how the bidder shares and uses the Directory Information,
 - 3) Post on the bidder's website the educational purpose(s) for which the Directory Information is used,
 - 4) Post on the bidder's website its policies and procedures regarding retention and disposal of Directory Information,
 - 5) Upon request, provide a school district or local education agency with information about the specific data elements that are collected or generated by the bidder, the bidder's security policies and any other data that is merged with Directory Information that it collects or generates,
 - 6) Provide notice on its website to the public before making changes to its privacy policies,
 - 7) Facilitate student's and parents' access to and correction of Directory Information,
 - 8) Respond to NDE when an interested party reports an alleged violation of privacy or security laws or the provisions of this Contract, and

- 9) Post on the bidder's website whether or not the Contractor has signed the Student Privacy Pledge posted at studentprivacypledge.org

5. DATA COLLECTION AND TEST MANAGEMENT AND REPORTING SYSTEM

a. Description of Test Management and Reporting System

- 1) Bidder will describe in detail the services to be provided in order to conduct the required data collections including existing and new student enrollment, accommodations requests, testing of students attending school in unique environments such as online or facilities schools, and how the system functions to ensure that score reports are returned securely and accurately.
- 2) The online data collection system design must be flexible so that software modifications, database changes, and reporting requirements can be made efficiently and cost effectively. Bidder must indicate how it will assure that this can be done.
- 3) Bidder will describe its system's ability to download the initial testing rosters. Bidder must explain how its system will accommodate for students who have moved in and out of a school or district since the rosters were created.
- 4) NDE uses special codes, such as Emergency Medical Waiver for approved exclusion of students from testing. Bidder will describe a method for schools/districts to provide not-tested reasons in the student management system, to be agreed upon mutually by Bidder and NDE.
- 5) Bidder will describe the timeline and process for student enrollment, label creation and shipping, materials ordering, and reporting of final scores. Bidder will describe any challenges to student data security at each step and will also identify how these challenges are prevented.
- 6) Bidder's system will have the ability to collect test codes, accommodation codes and other demographic information before, during and after testing.

b. Customization of Test Management and Reporting System

Bidder will indicate whether the student test management and reporting system that it proposes to use will be used in its current form or if it will be modified in any way for Nebraska. If the service will be modified, bidder will specify which elements of the proposed service are parts of a currently operational system. Bidder must specify the version/release number of the service to be implemented for this project. Bidder will discuss how individual student profiles are created or imported into the system to select and make available appropriate accommodations based on student need.

c. Verification of Processes

Bidder will discuss how its system verifies or confirms receipt, status, and completion of requests such as accommodations or late materials orders.

d. Access to Test Management and Reporting System

- 1) Bidder will provide NDE and selected technical advisors with a secure, password-protected web based system for the purposes of analyzing the assessment processes and the resultant data. NDE will have access to and oversight of all aspects of online performance during the data collection

windows and access to captured data after the data collection windows close. Bidder will indicate how it proposes to do this.

- 2) Bidder must provide NDE access to the online data collection system via a unique log-in ID and password.

H. SCANNING AND SCORING

1. WORK PLAN

Bidder will describe in detail its plan for scanning and scoring of tests. This plan must describe each step in scanning and scoring processes and must be reflective of the schedule presented under Program Management for all scanning and scoring activities from start to finish for each assessment year.

2. SCANNING OF ASSESSMENT DOCUMENTS AND AUTOMATED SCORING OF SELECTED RESPONSES

a. Scanning of Student Responses

- 1) Bidder will describe its plan for ensuring that all of the scanning involved with Nebraska student responses will be accurate and defensible. Bidder will use industry recognized technology to capture individual student answers. Bidder will describe the type of technology it proposes to use during this process as well as the on-going quality assurance checks that it proposes to perform to assure accurate imaging and optimal mark recognition (OMR) scanning of documents. All scanned bubbles, such as multiple-choice responses, will be translated into item responses chosen (such as, 1, 2, 3, 4 or A, B, C, D).
- 2) Bidder will describe its editing and resolution procedures for questionable answer documents (e.g., with multiple marks, poor erasures)

b. Imaging of Short Constructed Response, Extended Constructed Response and Performance Event Items for Hand Scoring

Bidder will describe its process for electronically imaging short constructed response, extended constructed response, and writing responses; exporting responses to the hand scoring system, and its disaster recovery plan for backup and recovery of images and data.

3. RESOLUTION OF STUDENT, SCHOOL AND DISTRICT DEMOGRAPHIC DATA

- a. Bidder will collaborate with NDE and the field to resolve discrepancies among student, school, and district data. Nebraska has a unique student identifier system in place that will be used for resolution of student data. Bidder will describe its capacity and process of ensuring accurate data files that include a description of quality control measures and documentation.
- b. Bidder will describe how it identifies answer documents without a Pre-ID barcode as an exception and uses pre-established research processes for resolution. Bidder will describe how it proposes to provide answer document demographics and scanned file data for a Tested Roster. Bidder will provide complete information on all scanned answer documents to NDE through a secure means before tested roster opens. The tested roster will be available for schools to review and identify any possible issues, such as a missing test.

- c. During the tested roster window, which opens after test administration, bidder must use issues data to research missing students and missing tests. Bidder must scan and score found answer documents and correct the student data file for found students and/or tests and provide NDE with the corrected student data file. Bidder must include updated demographic information in the corrected student data file provided by NDE. Timelines for missing documents, late scoring, and data corrections will be included in proposed timeline.
- d. One of the main goals of NDE is to be field-focused. As part of its efforts to simplify tasks for the field, NDE is committed to utilizing the same file layouts and variables across our assessments to the maximum extent possible. NDE staff will be able to review, provide input, and approve data file layouts prior to use.

4. AUTOMATED SCORING OF SELECTED RESPONSES

- a. The system must be capable of translating answer options to a score for each item (such as, 0/1).The bidder will describe how it will assure that items are correctly coded with keys matching the intended correct answers.
- b. Bidder will describe the scoring processes for selected response items in its off-the-shelf product. Bidder will describe how the system translates machine scorable student responses into right/wrong answers or partial credit.

5. CREATION OF HAND SCORING MATERIALS

Bidder will describe its processes for identifying anchor papers, developing scoring guides, creating qualifying sets and identifying validity papers. The involvement of educators in these processes should be specified. Inclusion of educators with experience with students from diverse backgrounds, including students with disabilities and English learners, will be discussed.

6. SCORING CENTER PROCEDURES AND SCORING PROCESSES

- a. **Scoring Center**

If a physical scoring center is used, all costs associated with the Scoring Center will be the responsibility of the bidder. These include rental of the facility, rental of any equipment needed for the facility, compensation for the raters, and so forth. If distributed scoring is to be used, bidder should indicate who will do the scoring (such as, Nebraska or out-of-state scorers), how the confidentiality of student personal information and responses will be protected, and how scorers will be trained, certified, and monitored remotely. Bidder will specify the proportion of scoring that will occur at a physical scoring center as well as the proportion of scoring that will occur through distributed scoring procedures. NDE will be allowed to observe and monitor scoring without restriction.
- b. **Scoring Staff**

Bidder will provide the credentials and qualifications of individuals it proposes to use as raters, table leaders, and scoring supervisors. Bidder will describe its requirements for scoring staff to pass a criminal background check. Bidder will provide its pay rate for the scoring personnel.

c. Scoring Confidentiality and Security Procedures

- 1) Bidder will provide the confidentiality agreement used with its scoring staff. NDE reserves the right to modify any agreement as needed to stipulate that the person signing the agreement will not provide Nebraska assessment data or information to any individual or entity for any purpose, including but not limited to research or use as test preparation materials whether for profit or not. Bidder will confirm its agreement with this.
- 2) Security procedures employed at scoring centers or for distributed scoring must be described.

d. Scorer Training

- 1) Bidder will describe the process used for annual scorer training and provide examples of training materials and procedures as well as to describe the involvement, if any, of NDE staff in the review and approval of annual training materials for scorers. Bidder must also describe the involvement of its content specialists involved in the item writing in the scoring process.
- 2) Bidder will describe its expectations that scorers only review student work for the items on which they've been trained and passed a qualifying test.
- 3) Bidder will identify the number of staff required to meet its proposed timeline.

7. ADDITIONAL SCORING CONSIDERATIONS

a. Reliability and Validity of Scoring Procedures

Bidder will describe its procedures for assuring that the assessments will be scored in a reliable and valid manner. This includes proper incorporation and utilization of the following components in human scoring procedures:

- 1) Rater read-behind rates
- 2) Raters' papers monitored by table leaders and scoring supervisors
- 3) Scoring of expert pre-scored samples
- 4) Additional strategies suggested by the bidder to monitor and enhance rater reliability and validity.

Bidder will describe the minimum inter-rater agreement requirements for scoring. Evidence of reliable and valid scoring for subgroups will also be discussed.

b. Procedure for Unusual Responses

Bidder will describe its procedures for dealing with unusual student responses such as those that indicate abuse or potential for student self-harm that may need to be brought to the attention of local educators. It is essential that unusual responses such as these be sent electronically in a secure manner to NDE as soon as they are discovered (within 24 hours of discovery), along with student and district identification information, so that NDE can provide it to the DAC for district investigation. Bidder may propose an alternative means of notifying the district of unusual responses.

c. Rescoring

- 1) Bidder must propose a process and cost for NDE and/or districts to request scoring for open response items. Bidder will describe the procedures and costs for requests to re-score open-response items, if these item types are part of the test design, upon request from NDE or local districts. NDE will not be responsible for the fees associated with rescoring of students' responses. If a request to re-score comes from local school districts, the local district will pay reasonable costs for rescoring only if the rescoring shows no change. If rescored student work results in a change in a student's score, the bidder will pay the cost. Before work begins, the district will need to provide the bidder with a purchase order for the work.
- 2) Bidder will indicate the procedures local districts will use to request rescoring, as well as what districts will be charged to rescore student work samples. Bidder will notify NDE about the number of requests for rescoring, as well as any student scores that have been changed. For informational purposes, bidder is asked to provide its proposed rates within its cost proposal.

d. NDE Access to Scoring Facility or System

Bidder will describe under what conditions NDE staff or its quality control vendor(s) will be allowed access to the Bidder's scoring facility or system.

8. PRODUCTION OF TEST SCORES

a. Production of Test Scores

Bidder will describe its process for converting raw scores to scale scores, producing subscores, and assigning performance levels. Scores must also be provided in reporting categories of Developing, On Target, and College and Career Ready for ESSA reporting after Nebraska standard setting.

b. Replication and Quality Control

- 1) All items must be scored accurately, efficiently, and reliably. Scoring information must be made available both to NDE and to independent evaluators or auditors if required. Bidder must provide a description of the scoring process, specifying the quality control measures for scoring, verification of the scoring program, combining and aggregating multiple-choice response scores with constructed response scores at the school, district, and State levels.
- 2) Bidder will describe the process for internal and external (state) replication of results. The bidder will provide data to NDE, other contractors and agents working for NDE so that others can perform the necessary quality control analyses, and associated documentation before score reports are released on a schedule to meet NDE contractual deadlines.

I. DATA FILES AND REPORTING OF ASSESSMENT RESULTS

1. WORK PLAN

Bidder will describe in detail its plan for the reporting of data files and results of the assessments. This plan must describe each step in the reporting of data files and assessment results process and must be reflective of the schedule presented under Program

Management for all reporting of data files and assessment result activities from start to finish for each assessment year. Bidder will describe its process for collecting state reporting requirements/specifications.

2. DATA

All raw student data must be provided to NDE by the bidder.

3. DATA FILES

- a. The deadline for posting the initial individual student level file for districts is the first Friday in June, with the exception of any year in which standard setting occurs after an administration. The exact content, naming conventions, definitions of data elements, and file type will be clearly documented and agreed upon by the bidder and NDE at least three (3) months prior to test administration. At a minimum, the state file must include all elements that will be included in reporting.
- b. The deadline for providing Nebraska assessment results to the state for its use in preparing school and district accountability reports is no later than June 30 of each school year. Bidder will confirm its agreement to fulfill this requirement.
- c. All other state, district, and school files and reports will be provided according to a schedule proposed by the bidder and approved by NDE. The field's expectation is that they will receive reports in a timeframe that allows them to use those results to inform next year's programming. Bidder should target June 30th for delivery of all state, district, and school files and reports.
- d. Bidder will provide full state data files to NDE. Student data file must include the NSSRS number and the Vendor's Unique Identification Code (UIC) to ensure proper identification of each student and the accurate matching of the student to the test results for each student. The data file will contain all information gathered on each student during the test administration and scoring period including but not limited to:
 - 1) School and district name and identification number assigned by NDE designating where the student was tested;
 - 2) Responses to individual items; and
 - 3) All raw and derived data.
- e. Data will be provided to NDE in [Ed-Fi](#) (XSD/XML) compliant format and to be delivered not later than June 30th to accommodate NDE accountability reporting. Also included will be a metadata file outlining the fields and values contained in the reporting files. In addition to the demographic data and test performance data, this statewide reporting file must contain the Nebraska Student ID, Nebraska School code, Nebraska District code, used to identify schools in accountability and other reporting. Test result information contained in the statewide file will contain all fields reported to the schools referenced in the paragraph below.
- f. Schools will receive reports from Bidder as proposed in the project and agreed upon by bidder and NDE. Timing must be targeted to occur on or before June 30. Reports will go to the district office either prior to or at the same time the schools receive the reports. Any data file and reporting delivered to schools and to NDE should include

the 10 digit NDE state ID. The file and reports for the statewide college entrance exam must include data only for the statewide test administration and not for any Saturday test date reporting. Reports must include the college reportable score, sub scores, and composite. Curricular reporting should be detailed in terms of standards and strands. Profile creation procedures should be online so that students can do that at home and/or out of school time or in-school. Once a student has created an online profile, that profile will be used for all testing and will only be updated and not require any re-creation if the student creates the profile prior to testing with the statewide program as a junior. That profile must also accommodate storage and reporting of any prior or subsequent tests taken by the student at their option and expense while retaining and denoting the scores from the statewide administration. Bidder will describe a process for matching statewide test administration scores with student online profiles.

- g.** NDE Student ID is used to link demographic data in the ADVISER system with the assessment results. NDE will provide a complete set of demographic data for each student at the point-of-time-for assessments to be used for reporting and analyses. Bidder will combine data provided by NDE with test result and profile data created by test takers. Bidder will describe a process for matching statewide test administration scores with student online profiles.
- h.** The system must provide a web-based secure access management system for data. Data, including school and district reports as well as individual student results and accompanying demographics, must be made available to districts and NDE to download. Test results will be in separate files or sufficiently designated to distinguish between separate test administrations.
- i.** Bidder will describe the method to be used to transmit the state data file to schools, districts, and NDE.

4. DATA DOCUMENTATION

In an effort to simplify the work of the districts and reduce errors, NDE is committed to file layouts that are consistent across all state assessment programs to the maximum extent possible. Bidder is expected to develop data specification/file layouts, definitions, and formats in collaboration with NDE technical staff to document all data provided to NDE. Bidder will confirm its agreement to fulfill this requirement.

5. DATA OWNERSHIP

NDE will own the raw and final data generated through the contract awarded from this solicitation. Any usage of the data generated through activities related to this RFP may not be used for purposes outside of this RFP without a data sharing agreement and written approval from the Statewide Assessment Director of Assessment and Accountability for NDE. Bidder is not allowed to utilize data generated from the college entrance exam for marketing or research purposes.

6. STUDENT BIOGRAPHICAL DATA REVIEW (SBD)

After testing, districts are provided with the opportunity to review the demographic data generated from the scan/testing file. Student Biographical Data (SBD) review allows school districts the opportunity to verify the accuracy of the demographic data submitted for each

student assessed in Nebraska. The review process occurs after all testing has been completed and testing materials have been returned to the bidder, and before final school and district final results are made available. SBD is not a mandatory process as districts decide whether or not to participate. Bidder supplies the demographic data file to NDE to post for secure online file exchange via the NDE secure data exchange system and NDE returns the updated demographic data to the bidder. While the bidder is required to accommodate the above process, NDE is open to alternative options that would allow districts the opportunity to review and approve all of their demographic information more efficiently.

7. REPORTING REQUIREMENTS

a. Quality Control

- 1) Bidder will ensure that all data operations are subject to multiple checks for accuracy before data, files and reports are released. Bidder will include in its proposal a full and complete description of its quality control procedures used in the reporting process. The procedure will include hand calculations of a sample of student reports, and aggregation of student results from the school level to the district level. This should first take place with a test deck of mock student data when the scoring and reporting system is first finalized, and then be repeated when the first live student data is received. The goal is to demonstrate that the scoring and reporting system is error-free. Bidder will indicate in detail how it proposes to do this.
- 2) Bidder will develop and implement quality control procedures for checking the accuracy of all test information, all student scores and identification, and all summary data. The standard for the error rate of data reports provided by the bidder is zero (0.0).
- 3) Bidder must plan and prepare quality assurance (QA) schedules that will allow work to flow in a timely, effective manner while maintaining high quality deliverables. NDE must review and approve the QA schedules annually. Bidder will indicate how it proposes to do this.
- 4) Bidder will create detail logs that trace the application of QA procedures to the state score reports after each administration. The bidder is responsible for maintaining quality products and services in all aspects of the assessment program component from initial development of training materials to the production of electronic data files and score reports. The bidder will indicate how it proposes to do this.

b. Formatting of Reports

- 1) Assessment results are to be reported in a “user friendly” format. NDE is especially interested in reporting approaches that provide actionable information for students, parents, and classroom teachers. The reporting system must be designed to complement instruction and to facilitate the use of assessment results to improve student achievement. Reports must reflect areas of strength as well as areas that need to be targeted for instruction, related to College and Career Readiness and linked to Nebraska State Standards.
- 2) NDE expects the bidder to utilize feedback from students, parents, administrators and teachers on report shells and content when designing and

creating the reporting system. Bidder will describe in detail how it proposes to fulfill this requirement.

- 3) The design and layout of reports will be initiated in a timely manner so that NDE has sufficient time to review the reports and to provide feedback to the bidder. This timeline will be incorporated into the detailed schedule that will be included in each proposal.
- 4) Bidder will provide sample(s) of their proposed reports including any criterion-referenced reports. NDE may choose to report the data in additional reporting layouts. Additionally, electronic images of the state level summary report will be delivered to NDE. These images will be in a format mutually agreed upon by the Bidder and NDE. The bidder will confirm its agreement with this requirement.
- 5) NDE uses special codes, such as Emergency Medical Waiver for approved exclusion of students from testing. The bidder will describe a method for schools/districts to provide not-tested reasons, to be agreed upon mutually by bidder and NDE. The special codes are to be included in the Individual Student Reports.
- 6) Additionally, Nebraska is interested in providing reporting measures that contain actionable information, such that students, teachers and parents can use results to connect students with targeted instructional and leisure-time materials that meet and challenge the student's abilities, interests and learning objectives. The bidder will describe how its reports support such connections.

c. Dual Reporting Requirements

Bidder will provide all reports as indicated in Items **d.** and **e.** below to include two distinct reporting requirements:

- 1) College Entrance reports, based on reporting categories already developed by the bidder to report its scores, but adapted to represent the students and state of Nebraska;
- 2) Scores Reports that will meet the State of Nebraska and ESSA requirements, including, but not limited to reporting in three categories of Developing, On Target, and Career and College Ready per the Nebraska standard setting and reporting all required subgroups.

Bidder and NDE will mutually agree upon the process and the format and information to be included.

d. Individual Student Reports for the College Entrance Exam

- 1) Bidder will describe the elements included on the individual student reports. At a minimum, the college entrance exam will summarize the student's performance in all content areas on which the student was assessed. Bidder will describe the elements included in the individual student report for each content area tested (such as, overall transformed scale score, college readiness benchmark, performance level, performance level descriptor, sub-scores for specific content or standards, etc.). Two (2) paper copies (one for the school's student permanent folder and one for the parent) and an electronic version of individual student score reports will be prepared that summarize the student's performance. The reports must include an

indication of measurement error, such as error band graphics; relevant comparative information such as a bar chart displaying student scale score, school scale score mean, and district scale score mean, and explanatory narrative on all reports where appropriate. Proposals should include sample score reports. These reports must include translated report shells into Spanish with explanations for parents and students whose native language is not English.

- 2) Additionally, Nebraska is interested in providing reporting measures that contain actionable information, such that students, teachers and parents can use results to connect students with targeted instructional and leisure-time materials that meet and challenge the student's abilities, interests and learning objectives. Bidder will describe how their reports support such connections.
- 3) Schools will receive reports from bidder with those reports going to the district office either prior to or at the same time the schools receive the reports. Any data file and reporting delivered to schools and to NDE should include the 10 digit NDE state ID. The file and reports for the statewide college entrance exam should include data only for the statewide test administration and not for any Saturday test date reporting. The reports must include the college reportable score, sub scores, and composite. Curricular reporting should be detailed in terms of standards and strands, as related to College and Career Readiness and Nebraska State Standards. The profile creation procedure should be online so that students can do that at home and out of school time or in-school. Once a student has created an online profile that profile will be used for all testing and will only be updated and not require any re-creation if the student creates the profile prior to testing with the statewide program as a junior.

8. STATE/DISTRICT/SCHOOL FILES AND REPORTS

Summary reports will be prepared at the state, district, and school levels and must meet all requirements in Section 7, a-c above. The same data reported on the individual student report must be aggregated for state/district/school reports. Additionally, state/district/school reports must provide disaggregated data by student population and trend data. Electronic reports must be generated that summarize the performance of the state/district/school on all components of the assessment taken and on any sub-domain or instructional objective sub-score. Exact content and format for each of the reports and files listed below will be further refined during the project. Bidder will indicate which reports can and cannot be customized.

a. Data Files

Bidder will be responsible for the following:

- 1) State level student data file including all demographics and scores, including item level data
- 2) State file of data used to populate the state summary and disaggregated reports by composite score and subscores by content area
- 3) State file of data used to populate the district summary and disaggregated reports by composite score and subscores by content area
- 4) State file of data used to populate the school summary and disaggregated reports by composite score and subscores by content area

- 5) District level student data file including all demographics and scores
- 6) District file of data used to populate the district summary and disaggregated reports by composite score and subscores by content area
- 7) District file of data used to populate the school level summary and disaggregated reports by composite score and subscores by content area
- 8) District file including PDFs of all individual student level reports
- 9) School level student data file including all demographics and scores, including item level data
- 10) School file of data used to populate the school summary and disaggregated reports by composite score and subscores by content area

b. Electronic Reports

- 1) State PDF reports of summary and disaggregated data by composite score and subscores by content area
- 2) District PDF reports of summary and disaggregated data by composite score and subscores by content area
- 3) District PDF reports of school level summary and disaggregated data
- 4) School PDF reports of summary and disaggregated data by composite score and subscores by content area
- 5) School PDFs of individual student reports

All state, district, and school files and reports will be provided according to a schedule proposed by the bidder, with posting/delivery by June 30th, and approved by NDE.

c. Hard Copy Reports

- 1) Individual Student Reports (2 hard copies shipped to districts/schools)
- 2) Individual Student College Entrance Reports mailed directly to students

d. Report Approval

- 1) Bidder will describe the process used to ensure that individual student as well as school, district, and state reports are accurate, valid and reliable.
- 2) It is Nebraska's preference that it have the ability to do some quality control reviewing prior to the release of reports. Following each test administration, the bidder will print score reports for a small number of selected school districts and submit these reports to NDE for approval before any other reports are produced. The first school districts processed will be mutually agreed upon by the bidder and NDE and will be considered a trial run of the reporting process. This report printing/approval process by NDE will be designed to be completed within a period of two to three days. The bidder will indicate how it proposes to do this.
- 3) Prior to the distribution of reports, bidder will provide computer readable student level data files to NDE. Prior to the first transfer, bidder and NDE will plan for the first transfer to be a direct electronic transfer to an agreed-upon secure server via FTP to be followed with an acceptable computer readable media (DVD preferred). The computer readable data file will include an indicator that specifies whether the student's biographical information was obtained from a pre-ID. Bidder will indicate how it proposes to do this.

e. Reporting Dates

It is expected that reporting of all data will be as close as possible to the time of actual testing. Nebraska prefers that individual student results be returned no later than the first Friday in June. Bidder is asked to present test dates and reporting dates for each type of reporting (individual student reports electronically, school and district electronic reporting, as well as options of reporting some scores shortly after testing). All state, district, and school files and reports are expected to be delivered by June 30 annually. If standard setting is required following an administration, that date will be negotiable.

f. Report Dissemination

- 1) Bidder will maintain security of all individual test results. Individual test information will be made available only to NDE, authorized school district personnel, and other entities identified and authorized by NDE. Bidder will indicate how it proposes to do this.
- 2) After approval of the test run of a limited number of selected and agreed-upon districts, the bidder will provide all of the score reports and files to school districts as early as possible. The two copies of the Individual Student Report must be provided in a paper copy so that one copy can be distributed to parents and the other retained in the student's permanent folder. Other reports are to be provided in electronic format to districts, such as via a secure web site or by a CD delivered to districts by a secure carrier. Paper copies of individual student reports are shipped to school districts, they will be packaged to allow districts to easily separate the reports and to distribute them to individual schools. Paper copies are to be separated by high school test site. Should small districts form a consortium to provide a shared test-site, copies must be mailed to the separate districts. NDE will provide a list of names, emails, and mailing addresses for each district's assessment contact. NDE does not have access to names, emails, and mailing addresses of each school's assessment coordinator.

g. Reporting Errors

Bidder will immediately notify NDE when an error in reporting has been discovered. Bidder and NDE will develop a plan for correcting the error. The plan will include a description of how timely and forthright information will be communicated to all affected stakeholders. Bidder will indicate how it proposes to do this. Reporting errors will result in liquidated damages.

h. Reprinting

In the event that a district needs to have score reports reprinted for any reason, the DAC may contact the bidder to request the necessary reports. Bidder will charge the district a set-up fee and a per-report fee for the specific reports requested. However, if the reporting error is the fault of the bidder, the corrected reports will be provided at no cost to the district. Before work begins, the district will need to provide a purchase order for the job to the bidder. NDE will not be responsible for fees associated with the reprinting of score reports. For informational purposes, bidder is asked to provide its proposed rates within its cost proposal.

i. Assessment Interpretive Guide

- 1) Annually, bidder will develop an Interpretive Guide to assist students, parents and educators in interpreting assessment results. The bidder will describe in detail the contents of the Guide, as well as its proposed process for creating and proofing it. This Guide will be downloadable from NDE's website. Bidder will annually submit this Guide to NDE for approval prior to posting. The Interpretive Guide must be available online prior to the release of reports. NDE will consider the bidder's suggestions for alternative formats or distribution strategies for this guide.
- 2) The Interpretive Guide will be formatted in such a way that pertinent information can easily be copied at the school building for distribution to teachers or parents. The format will have information that is specifically targeted to parents. This information will start and end with page breaks so that a parent does not get a partial page with information before or after the page break that is out of context. Parent information pages and the teacher information pages should each "stand alone."
- 3) The URL for the Interpretive Guide will appear on all reports.
- 4) Bidder will provide an Interpretive Guide WebEx for school districts, Part I to provide explanation to school districts of the assessment results, Part II to be releasable to students and parents explaining the individual assessment results.

j. Information Pamphlet

Bidder will develop a trifold pamphlet for students, parents, and public that provides clear information related to Nebraska test administration and students, advantages for students of participating in a college entrance exam, and ways the college entrance exam measures readiness for entry to college and readiness to enter careers. The pamphlet may include national information, but will be personalized to represent Nebraska, NDE, and the students of Nebraska. Bidder and NDE will agree on the information to be included and format. The pamphlet will be made available by December 2021 to be ready for distribution before the Spring 2022 testing.

9. ITEM AND SAMPLE RESPONSE RELEASE PLAN

NDE is committed to transparency in its assessments and ensuring that educators and students both have a clear understanding of the performance that the Nebraska Academic Standards and the corresponding assessments require. One of the best ways to provide that information is to allow students, parents and educators access to used items, the associated performance of students on those items (such as, percent of students getting that item correct) and for constructed response items, showing responses that correspond to each score point on the associated rubrics. Bidder will describe its processes for providing released items with related materials.

J. PSYCHOMETRIC, RESEARCH, AND TECHNICAL ACTIVITIES

1. PSYCHOMETRIC SUPPORT

Bidder will provide for the direct involvement of a qualified psychometrician with sufficient time to ensure technical quality for regular assessments of Reading, Mathematics, Science, and Writing.

- a. Item and assessment formatting appropriate to both online and paper/pencil administration.

- b. Item equating multiple forms
- c. Appropriate reliability calculation.
- d. Appropriate cut-score processes as needed.

2. WORK PLAN

Bidder will describe in detail the psychometric, research, and technical activities of the tests. This description must discuss each step in the psychometric, research, and technical activities, and must be reflective of the schedule presented under 3.1 for all psychometric, research, and technical activities from start to finish for each assessment year,

3. COLLEGE ENTRANCE EXAM

Bidder will describe how the college entrance exam was originally field tested. Bidder will describe how the following potential stratification variables were taken into consideration:

- a. Geographic area, state participation
- b. Urban, suburban and rural designation
- c. Gender representation
- d. Racial/ethnic composition
- e. Students with disability designation
- f. Mean student/school achievement
- g. District/school size
- h. Students with limited English proficient designation
- i. Socio-economic status (participation in free/reduced lunch program)
- j. Prior achievement

The bidder will describe how ongoing item field testing occurs, including for writing.

4. OPERATIONAL ANALYSIS

- a. Item data from the operational assessments should include appropriate item and task statistics, distracter and bias sensitivity analysis, and fit for the selected measurement model. Bidder will describe how it provides for each of these item data components and the method to be used for calculations. Bidder will also describe its approach to item calibration and any proprietary or third party software to be employed by the bidder.
- b. Examination of constructed response task data from the operational assessment should include rater reliability information, percentages of students in categories, materials used during review and any other relevant information. The bidder will describe how it meets these expectations.
- c. Bidder must provide NDE with all appropriate test statistics and information including test information functions, differential test function information, and validity and reliability measures. Bidder will describe its method for establishing inter-rater agreement among its scorers, including how it calculates inter-rater agreement statistics by grade and content area each year. Inter-rater agreement should be examined separately for each dimension in each scoring rubric, as this may inform subsequent test development, training, or professional development priorities. A description of the method used for standard errors of measurement calculation will also be included.

- d. Bidder will produce a report of recommendations for changes to the future assessments based on operational assessment results. The report will include item development process revision recommendations, administration materials and process revision recommendations, and an analysis of anchor pools available for future operational testing.

5. RELIABILITY AND VALIDITY

a. Norming Evidence

Bidder will provide evidence that the proposed instrument(s) meet psychometric standards of reliability, validity, and are appropriate for the target population and purposes for which the tests will be used, including the following:

- 1) Describe norming procedures
- 2) Processes for determining frequency of norm updates
- 3) Identify characteristics of students included in norms
- 4) Describe process for identifying characteristics of students included in norms
- 5) Describe the inclusion of accommodated forms in norming procedures

b. Scaling and Equating Processes

Bidder will provide evidence that the proposed instrument(s) meet psychometric standards of reliability, validity, and are appropriate for the target population and purposes for which the tests will be used, including the following:

- 1) Technical properties of underlying scales
- 2) Descriptions of underlying scaling procedures, including but not limited to:
- 3) Psychometric modeling, equating procedures, and item analyses (classical or item response measurement theories)
- 4) Description of processes to account for different grade levels of test takers
- 5) Score reliability data and associated standard error of measurements in scale score units
- 6) Describe the inclusion of accommodated forms in establishing scales.
- 7) Equating procedures across forms and across administrations
- 8) Describe equating procedures across non-accommodated and accommodated forms.
- 9) Describe the process for equating open-ended responses such as those on the Writing test from year to year.

6. STANDARD SETTING

- a. In addition to the cut scores already established for College and Career Readiness, bidder will provide a description of a process to be used for standard setting for the purpose of creating student assessment results to meet Nebraska State law and the requirements of Every Student Succeeds Act. Nebraska has identified three levels of performance for reporting of statewide assessment results: Developing, On Target, and College and Career Ready. The standard setting process will provide cut scores to identify test scores in three levels, will meet the requirements of USDE Peer Review, will be based on Nebraska student College Entrance Exam results from the previous year, and will involve and be based on the judgment of Nebraska educators.
- b. Bidder will manage the standard-setting process in Lincoln, Nebraska in June 2021 and oversee and provide materials for all aspects, and will provide the psychometric

support to provide a proposed standard setting range. Bidder will provide one staff member (who is not the Nebraska College Entrance Exam Coordinator) and one psychometrician at the first State Board of Education meeting following the standard setting process to support NDE in its presentation to the State Board of Education to establish final cut scores. In particular, the bidder will provide all psychometric analysis needed to complete standard setting.

- c. Bidder will provide for a process and the cost for separate standard settings for each test section on the college entrance exam, including writing. Bidder may propose a methodology of combining English, Reading, (Language) and Writing into one standard setting process, with the test score designated as English Language Arts.
- d. The process of the standard setting and results will be provided to NDE as a report in a timely fashion.

7. ESTABLISHING TECHNICAL ADEQUACY

a. Peer Review Requirements

Bidder will provide its plan for providing the necessary documentation to meet all requirements of the U.S. Department of Education Peer Review of State Assessment Systems, Non-Regulatory Guidance for States for Meetings Requirements of the Elementary and Secondary Act of 1965, as amended 2015. Bidder will identify the evidence it has or evidence it proposes to provide to meet each of the critical elements. Bidder must describe any studies it will conduct to meet this requirement.

b. Establishing Comparability

Bidder must provide its plan for providing evidence of comparability between accommodated and non-accommodated test forms and administrations.

c. Technical Advisory Committee

- 1) Nebraska TAC is a panel of nationally recognized and local assessment experts who provide advice to NDE on complex assessment- and accountability- related issues. TAC meetings are conducted and coordinated by vendors in collaboration with NDE. They are typically convened one day, two times per year. By invitation, NDE may request the presence of representatives from the bidder's staff. Therefore, for budget purposes bidder should plan on sending a minimum of two staff, two times per year, payable only in cases in which the staff is in attendance. Additional representative(s) from the bidder will be available as needed upon request from NDE. Bidder will describe its plan for participating in TAC meetings and facilitating subsections of TAC meetings if requested.
- 2) Bidder will work with NDE to plan and participate in Technical Advisory Committee (TAC) meetings as requested. Bidder is expected to provide clearly stated questions and supporting background materials in a timely fashion for review by NDE and the TAC prior to TAC meetings. All psychometric processes, including test design, scaling, equating, standard setting, and validation procedures must go before the TAC and NDE for review.

d. Technical Report

- 1) Bidder must provide all technical information about all procedures used to produce Nebraska student score files including alignment processes to Nebraska standards, implementation monitoring, forensic analysis, scanning, scoring (scaling, equating, etc.) that are used to ensure that reported scores are technically sound. Quality Assurance Plans, and processes used (requirements gathering, replication, etc.) must also be included. NDE requires that the technical report be specific to Nebraska students and contain only Nebraska student data, with some exceptions noted where national data might be relevant and useful in illustrative situations. The bidder will propose how it will develop and deliver a Technical Report that provides details of the test development and administration processes, validity and reliability of the assessments, and performance level-setting information.
- 2) Technical Reports will include all relevant psychometric information for each test, including but not limited to, the following: purpose, test blueprint, alignment of the test to the relevant Nebraska Academic Standards content standards, test development procedures, reliability data, validity data, accommodations and testing of students with special needs, security, administration procedures and issues that arose during administration, scoring, psychometric analyses (such as item analyses, DIF analyses, distractor analyses, and fit statistics), equating and scaling, performance level setting, opportunity to learn data, reporting procedures and formats, special studies, and appropriate use and interpretation of test data
- 3) The report is to be completed by August 15th following the end of the operational program. Appendices must include related materials such as administrative regulations, state standards, work samples, frequency/percentile distributions, summary tables providing data from technical analyses, state and district performance summaries by racial-ethnic group, and other pertinent information.

8. IRREGULARITY AND DATA FORENSIC ANALYSIS

- a. Bidder will indicate the steps that it will take to assure that the assessment data collected represent the independent work of the students assessed. Solutions using data forensic statistical analyses to evaluate whether some of the test results were not earned fairly should be offered. NDE is interested in determining whether there is evidence of collusion among test takers, if there are results indicative of prior exposure to test questions, if students are responding consistently across the test materials, whether erasures/answer changes to answer choices follow the expected pattern for students working independently and with no coaching or outside influence, and if changes in performance from test event to test event are consistent with what might be expected given a conscientious effort to help students learn.
- b. For paper-based tests, these steps will include erasure analyses examining the number of erasures on average for each of the grade levels and content areas, pattern analyses of wrong to right answer changes, examination of school performance to detect unusual score gains or losses including follow up procedures to investigate such score changes, and other means for detecting results which are

aberrant and may indicate that standardized test administration and security procedures were not followed.

- c. For online testing, bidder must be able to capture a variety of data at the time of testing including the ability to capture and carry out analysis of answer-changing behavior including: All student answer choices including the final choice used for scoring. This includes not only the number of answer changes but the specific values chosen each time; Response latency, including the amount of time between initial item presentation and initial response, latency between choices (in the event of an answer change) and latency between initial response and presentation of the next item; tracking the movement of the examinee through the test, including “going back,” item skipping and other behaviors (prohibited, or permitted if not possible to prohibit in the system); student response times; accessibility options used by the student; and the start and end times for a test (by individual student and test administration group).
- d. NDE anticipates that the bidder will use multiple methods to analyze results. Bidder will submit samples of data forensics reports illustrating how the results can be used by NDE. The data forensics analysis solution may include those used by other State Departments of Education for analyzing test results. The RFP response must include detailed specifications of the statistical analyses used to provide the data forensics analyses. Should the bidder propose to utilize the services of a subcontractor for some of the analyses, those costs must be listed as an option.

K. SUPPORT AND TRAINING

1. WORK PLAN

- a. As with any new assessment, orientation will need to be provided to a variety of audiences. Training and support for the college entrance exam will be provided by the bidder to students, parents and stakeholders and educators. Bidder must include in its proposal a detailed proposal for training and support for the exams for the field that includes a plan of action and timeline that describe how and when each of the support and training tasks will be accomplished. A Support and Training Table should be provided identifying the topic, target audience and target dates.
- b. Bidder policies, procedures and systems should exemplify user-friendliness and be intuitive to the extent possible, reducing the need for extensive training. Bidder will preview each training session and webinar for NDE staff. Bidder will describe its plan to create the materials for each training session and webinar with sufficient time so that NDE has at least two weeks to preview the materials to be used and so that any necessary changes can be incorporated into the training materials before use. Training content and materials must be approved by NDE before use.
- c. Bidders should propose solutions for all aspects of the program that emphasize efficiency in support, training and administration while also ensuring that District Assessment Contacts are kept informed. Bidder will propose, based on its experience and administration protocols, the appropriate roles and responsibilities for district-

level and school-level staff. Bidder will indicate its willingness to allow the Department final approval over all staffing plans.

- d. Bidder will provide face-to-face and online webinar training to DACs and the following table indicates the educator training provision requirements.

2. ORIENTATION/TRAININGS

NDE is open to discussion of the need for face-to-face training verses webinar-based training. NDE at this time believes Nebraska district leadership would be most interested in face-to-face orientation meetings. The orientation/training plan will be determined mutually between NDE and bidder.

Type of Training	Number of Face-to-Face Sessions	Number of Participants Expected at Each Session	Number of Live Recorded Webinars	Number of Participants in Live Webinar
Orientation	Minimum of: Five across the state	25-250	1	Up to 250
Assessment Administration Training	Minimum of: Five across the state	25-250	1	Up to 250
Understanding the Assessment Results	Minimum of: Five across the state	25-250	1	Up to 250

The number of participants at each training session is expected to vary. A training session held in Omaha is likely to attract about 200-250 participants. A Training Session held in Kearney is likely to attract 300-350 participants. Training sessions in Western Nebraska region generally include 25-50 participants. The number of webinar participants will vary depending on the number of personnel unable to attend Face-to-Face sessions or who wish to attend both Face-to-Face and webinar sessions.

3. PARENT AND FIELD ORIENTATION

Bidder will describe how it intends to orient parents, educators, and stakeholders to the proposed assessments. Although the timeframe is constricted, the bidder’s goal should be that there is general awareness and comfort in Nebraska for the new assessments prior to the first administration. Communications should (1) emphasize alignment to Nebraska Academic standards; (2) underscore minimal impact on instructional time; (3) value of results to students and their families; (4) depict the bidder’s unique capacity and commitment to support Nebraska in the transition to the new assessment program. Bidder is encouraged to identify additional interested audiences. Presentations, written materials, online posting and use of social media should all be considered. Additional efforts at the time of reporting are strongly encouraged. Samples of materials to be used may be included as an attachment.

4. STUDENT ORIENTATION AND PREPARATION

a. Student Orientation

Bidder will describe how it intends to orient students to the proposed assessments. All orientation and preparation materials and communications must be presented in a student-friendly format, emphasizing how the new assessment program is of value to the student. Presentations, written materials, online posting and use of social

media should all be considered. Samples of materials to be used may be included as an attachment.

b. Student Preparation for Taking the Tests

Bidder will discuss the practice and test preparation materials that will be made available at no additional cost to the student. Bidder will acknowledge and communicate that students receiving instruction aligned to the Nebraska Academic Standards, along with the preparation materials provided to all students, will be sufficiently prepared for the assessment. Bidder will not advertise or encourage the purchase of additional preparation materials or tests by Nebraska districts or schools for the college entrance exam as such methods will serve to advantage students with greater financial means.

c. Student Education on Data Use by Others

Bidder will provide students with clear and precise information regarding who will have access to student scores and how student scores will or can be used by someone other than the student. Information must include the assurance that no student data of any kind will be shared without the explicit consent of the student; and, student data and information will never be sold for any reason. Bidder will indicate how it proposes to do this.

d. Student Training on How to Use Scores and Reports

Bidder will provide training materials explicitly for students to understand how to effectively interpret assessment scores and score reports and maximize the usability of scores. Bidder will provide descriptive examples using student-friendly language and presentation, include glossaries as appropriate, and develop guides focused on the interpretation of scores and the use of scores. Bidder must discuss how this information will be successfully disseminated with minimal interruption to the student and school staff.

5. STUDENT SYSTEMS FOR SUPPORT

a. Many students whose families are able to afford college entrance exam preparatory classes are provided this advantage. Bidder will provide online college entrance exam tutorial/preparation classes to students who qualify for free and reduced lunch, and to all students in schools implementing the Community Eligibility Provision (fewer than 600 students in Nebraska will be in CEP schools in 2021-2022). Online college entrance exam tutorial/preparation classes must be substantial, not the free online tutorials or test practices available online to everyone through the test company.

b. Bidder will describe the online college entrance exam tutorial/preparation classes that will be provided to the FRL and CEP-school students. Bidder will describe the process by which students will be notified and given access to the classes without overtly identifying students who qualify for free and reduced lunch or are in the Nebraska schools implementing the Community Eligibility Provision. Students will receive notification by November 2021 in order to have opportunity to prepare for the spring 2022 statewide college entrance exam.

6. DISTRICT ASSESSMENT CONTACT FACE-TO-FACE TRAINING (or Webinar as determined by Bidder and NDE).

a. Assessment Administration Training

These sessions provide contacts and other school testing coordinators as determined by District Assessment Contacts with information concerning logistics, such as registering each school test site as online or paper/pencil site, the ordering and returning of assessment materials; valid administration of assessments; and security of assessments. Training must include a visual as well as oral presentation and may include other types of interactive technology. For training regarding any bidder online systems that the DACs or school personnel must use to complete their responsibilities, live demonstration is required. Bidder will be mindful of and ensure the provision of all facility and training accommodations that are required by the Americans with Disabilities Act. Training sessions will be recorded by the vendor and archived as a potential future training or reference resource.

b. Understanding the Assessment Results Training

These sessions provide District Assessment Contacts and other school testing coordinators or administrators as determined by District Assessment Contacts with tools to evaluate and analyze assessment results in order to provide meaningful recommendations to their schools and districts about programs, curricula, and other policies. Training must include a visual as well as oral presentation and may include other types of interactive technology. Bidder will be mindful of and ensure the provision of all facility and training accommodations that are required by the Americans with Disabilities Act. Training sessions will be recorded and archived as a potential future training or reference resource.

c. District Assessment Contact Webinars

- 1) Webinars will be conducted once for each of the types of in-person trainings. They are intended as an additional resource for district personnel who may not be able to attend a face-to-face session or to share important assessment information with their colleagues. Webinars may be based off of recordings of the face-to-face training sessions or created as unique training sessions. Webinars must include opportunities for participants to ask questions and interact with presenters either via text chat or voice. After the initial webinar presentation, recorded webinars will be posted online on the Statewide Assessment and Accountability website.
- 2) Bidder will describe any additional policy or task-specific trainings or materials to be provided (such as training on accommodations, step-by-step guides for materials ordering, etc.) for the field. Topics could include accommodations, accommodations ordering, and student registration will be needed. Bidder will identify topics and length of time for such webinars. Multiple webinars on each topic will be needed with a recording available for posting.

L. CUSTOMER SERVICE

Bidder will respond to the requirements below with the understanding that it is NDE's expectation that technical and logistical support will be provided in a responsive manner that minimizes school personnel and student burden, disruption and inconvenience. Bidder must provide a variety of

communication processes during testing, including call centers with trained staff, test monitors for targeted monitoring visits, and information about possible test administration irregularities according to pre-established timelines.

1. DISTRICT ASSESSMENT CONTACT (DAC) ROUTINE COMMUNICATIONS/NOTIFICATIONS

- a. Bidder will be responsible for writing routine communications/notifications to the DACs. NDE has a system in place for sending those routine communications to the field via a listserv. Bidder must describe processes that will be used for communicating with schools during weekday test administration windows, including:
 - 1) Description of communication procedures to be used (call center, email, etc.);
 - 2) Description of security processes to be used during Nebraska test dates;
 - 3) Samples of existing communication and security materials and processes used.
- b. Bidder will be responsible for including the staff of the Nebraska Department of Education Assessment and Accountability team in all emails sent to DACs. NDE Assessment and Accountability team must pre-approve all communications.

2. TELEPHONE AND E-MAIL SUPPORT

- a. A dedicated toll-free customer service number and trained customer service representatives will be provided by the bidder for this project. Customer service personnel must be able to clearly articulate spoken English. The customer service center must be located within the 48 contiguous states. The lead customer service representative must be named in the proposal and NDE will have the right to approve the named person. Bidder will provide an information document familiarizing Nebraska school personnel with the customer service representatives who will be handling customer service for Nebraska.
- b. District Assessment Contacts and other test administrators or school administrators may use the toll-free customer service number to resolve questions regarding all aspects of the college entrance exam administration in Nebraska, including but not limited to, questions about training, materials, delivery and pickup dates, inventory procedures, packaging materials for return, and reporting issues. The lead supervisor and other bidder trained staff will be available to answer Nebraska calls from 7:00 a.m. to 5:00 p.m. Central Time each day, excluding federal and Nebraska state holidays.
- c. On Nebraska testing days, customer service will be available at 7:00 a.m. Central Time and to extend one hour beyond allowable Mountain Time test time.
- d. When customer service staff is not available to take a call, a voicemail service system must be available to record the caller's message. Messages must be returned in a timely manner, generally within one hour or less but always within one business day. Bidder will describe its proposed procedures for providing telephone support to Nebraska.

- e. Bidder will provide e-mail support from its customer service center. District Assessment Contacts and other test coordinators or school administrators may submit their questions via e-mail to the Program Coordinator and must receive a response to their e-mail within 24 hours.

3. ISSUE RESOLUTION SYSTEM

Customer service staff will have a system to ensure that issues raised by DACs and other test administrators or school administrators have been satisfactorily resolved. For example, if a DAC has requested additional assessment materials, the system will ensure that 1) the DAC is given instructions on how to order the materials online, and that 2) the customer service representative will verify that the order has been placed and fulfilled. Bidder will notify NDE of any communication with the field regarding urgent or sensitive issues.

4. RECORDS OF INTERACTION WITH CUSTOMERS

An electronic record of all telephone calls and e-mails as well as responses given to customers must be maintained by the bidder. Bidder will include a description of how calls and emails will be logged, including the caller/e-mailer name, district, school, date and time of incoming call/email, summary of issue, resolution, and date and time of resolution. This electronic record will be in a format (such as, excel spreadsheet or a database) so that NDE can sort by district, school, date, etc. Among other information, this will allow NDE to determine the frequency of issues that arise before, during, or after assessments. The electronic record will also be used to produce a frequently asked questions (FAQ) document and/or to inform future trainings. Bidder will indicate how it proposes to do this.

5. CUSTOMER SERVICE INITIATED CALLS AND COMMUNICATIONS

All communications with the field initiated by the bidder must be pre-approved by NDE. This includes both written communications and oral scripts used when customer service representatives must contact DACs and other test administrators or school will administrators. Additionally, customer service staff or the bidder's system may be asked to initiate communications in unusual circumstances by NDE. These communications must also be approved by NDE.

6. CUSTOMER FEEDBACK SURVEY

- a. Bidder will create and administer at least once annually a customer feedback survey, including both close ended and open ended items. The survey will record feedback on customer satisfaction with ordering, fulfillment, security, receiving, returning and other criteria consistent with best business practices. Bidder will be responsible for compiling responses. The feedback surveys will be available to NDE for review, as well as to be used in planning for any future program. Surveys used by the bidder in the past may be included in an attachment.
- b. Bidder will describe all current methods for receiving user feedback and how this feedback is used to guide future enhancements of the assessments.

7. DAC AND SCHOOL TEST SITE ADMINISTRATORS WEBSITE

Bidder will develop and maintain a website for DACs and other test administrators or school administrators This website could contain both secure and unsecure documents necessary for the DACs and other test administrators or school administrators to perform their duties and responsibilities. These documents could include proctor and coordinator manuals, training

manuals, accommodations manuals, data interpretation manuals, as well as various order and request forms. In addition, the site could provide DACs and other test administrators or school administrators with access to their district assessment data and scores. If secure materials are included, the bidder will provide login names and passwords to access the site. If student data are included, Nebraska data security policies will need to be followed.

M. CUSTOMER SERVICE – TEST IRREGULARITIES

1. Bidder will describe failures of technology attributable to the bidder’s company or bidder’s subcontractor that resulted in failure for students to access and/or complete online statewide testing on the scheduled day. Include information for the last three years and include percentage of state’s students affected.
2. Bidder will describe issues attributable to the bidder’s company or bidder’s subcontractor that resulted in late or re-issued individual, school, and/or district scores for a statewide administration. Include information for the last three years and include percent of state’s students affected

N. PRICING SUMMARY

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

To allow comparisons across proposals, budget information must be summarized in the format of the Major Task Area Summary Budget Form C (attached).

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

1. PRICES

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

2. PAYMENT SCHEDULE

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

FORM A

Request for Proposal Number NDE.CEX.2020

Bidder Contact Sheet

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

PREPARATION OF RESPONSE CONTACT INFORMATION	
Bidder Name:	
Bidder Address:	
Contact Person Name & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

COMMUNICATION WITH THE STATE CONTACT INFORMATION	
Bidder Name:	
Bidder Address:	
Contact Person Name & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

FORM B
Request for Proposal Number NDE.CEX.2020
Notification of Intent to Bid

NOTIFICATION OF INTENT TO BID	
Bidder Name:	
Bidder Address:	
Contact Person and Title:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the Nebraska Department of Education via e-mail: jeremy.henegar@nebraska.gov, with the subject line to read **NDE.CEX.2020 INTENT TO BID** by date shown in the **Schedule of Events** of 5:00 PM CT December 16, 2020.

FORM C

Request for Proposal Number NDE.CEX.2020
Major Task Area Bid Proposal Budget Cost Summary
Contract year: July 1, 2021 through July 30, 2022

TASK AREA	LABOR COSTS		OTHER DIRECT COSTS	TOTAL
	ALL EMPLOYEES	SUBCONTRACTORS		
A. Corporate Capacity and Personnel				
B. Program/Program Management				
C. Test Design				
D. Assessment Administration				
E. Data Collection and Security				
F. Scanning and Scoring				
G. Data Files and Reporting of Assessment Results				
H. Psychometric, Research, and Technical Activities				
I. Support and Training				
J. Customer Service				
K. Overhead				
L. Fees				
Total				
Optional or Additional Activities (Specify)				

Use additional sheets as needed

FORM E

Request for Proposal Number NDE.CEX.2020

Written Questions: Due December 17, 2020 no later than 5:00 pm CT

PAGE NUMBR	ITEM NUMBER AND/OR TOPIC	QUESTION – be specific

Use additional sheets as needed

Written questions are due no later than 5:00 PM CT December 17, 2020, and should be submitted on this form via e-mail to jeremy.heneger@nebraska.gov with subject line to read: **NDE.CEX.2020 QUESTIONS**. Responses will be posted as listed in the **Schedule of Events**.