



State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

INVITATION FOR BID

| | |
|--|---|
| IFB Number: SP-16-0199 | Buyer: Judy Shirley, CPPB Email: judy.shirley@dfa.arkansas.gov |
| Commodity: K-2 Interim Assessments Agency: Arkansas Department of Education | Bid Opening Date: June 28, 2016 |
| Date Issued: June 7, 2016 | Bid Opening Time: 2:00:00 p.m. CDT |

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

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|---|---|
| MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316 | BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 |
|---|---|

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation
(check one):

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

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| | |
|--------------------|------------|
| TYPE OF CONTRACT: | TERM |
| AGENCY P.R. NUMBER | 1000736974 |

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American____ Hispanic American____ American Indian____ Asian American____
Pacific Islander American____ Service Disabled Veteran____

Arkansas Minority Certification Number_____

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

Integrating into networks used to share communications among employees, program participants, and the public; and

Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

3. **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

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

4. **ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make

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exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

5. **REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
6. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.
7. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.
8. **ANTICIPATION TO AWARD:** After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.
9. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
10. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
11. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this bid.
12. **CURRENCY:** All bid pricing must be United States dollars and cents.
13. **LANGUAGE:** Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas Department of Education (ADE) to obtain pricing and a contract for K-2 interim assessments for the State of Arkansas.

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Judy Shirley @ 501-324-9314 or by email: Judy.Shirley@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person named herein will initiate all contact.
2. **Vendors must submit one (1) signed original IFB response on or before the date specified on page one.** If the Office of State Procurement requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.
3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of
 - a. bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
 - b. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 - c. Failure to sign an Official Bid Document.
 - d. Failure to complete the Official Bid Price Sheet(s).
 - e. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 - f. Failure of any proposed goods or service to meet or exceed the specifications.

1.4 BID FORMAT

Any statement in this document that contains the word "**will**", "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.

1.5 TYPE OF CONTRACT

The contract will be a Term contract from the date of award through June 30, 2017. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to (six (6)) additional (one year terms) or a portion thereof. In no event shall the total contract term be more than seven (7) years.

1.6 PAYMENT AND INVOICE PROVISIONS

All invoices should be forwarded to the:
Arkansas Department of Education
4 Capitol Mall, Room 204-A
Little Rock, AR 72201

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the ADE. The State may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the contractor has successfully satisfied ADE as to the services purchased. Vendor should invoice ADE by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

1.7 RECORD RETENTION

The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

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Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designees at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this IFB will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the IFB become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION

This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.10 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

If any part of the work must be subcontracted, vendor should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical bid response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.11 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon thirty (30) days written notice whenever there are no funded appropriations for the equipment or software.
 - b. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 - c. Upon default, to pay all sums to become due under a contract.
 - d. To pay damages, legal expenses or other costs and expenses of any party.
 - e. To continue a contract once the equipment has been repossessed.
 - f. To conduct litigation in a place other than Pulaski County, Arkansas
 - g. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

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- b. Include in its contract that the laws of the State of Arkansas govern the contract.
- c. Acknowledge that contracts become effective when awarded by the State Procurement Official.
- 3. The State of Arkansas may contract with another party:
 - a. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
 - b. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

1.12 CONDITIONS OF CONTRACT

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

1.13 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.14 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract.

1.15 PUBLICITY

News releases by a vendor pertaining to this IFB or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.16 AWARD CRITERIA

This Invitation for Bid **shall** be awarded to the lowest responsible, responsive bidder by **Total Cost for All Items**. Cost is to be itemized per the Official Price Sheet Instruction.

Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.17 DELEGATION AND/OR ASSIGNMENT

The vendor **shall** not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor **shall** not delegate any duties under the contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.18 COST

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the services being bid. Bid pricing must be valid for ninety (90) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

- 1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
- 2. Any cost not identified by the bidder but subsequently incurred in order to achieve completion and delivery of service and materials **shall** be borne by the bidder.

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1.19 PRICE CHANGE CLAUSE:

All prices bid will remain firm for the first term of the contract. In the event of an industry wide price increase, the contractor may request a price adjustment at the time of the contract extension request, provided the contractor submits documentation from the manufacturer certifying/justifying the increased cost. After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for any period agreed upon for extension.

In the event of a general price decrease, the State shall be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

1.20 DELIVERY: FOB DESTINATION

Arkansas Department of Education
4 Capitol Mall, Room 204-A
Little Rock, Arkansas 72201

The agency requests that the services begin upon the date of the award of the contract. A planning meeting should be scheduled within one (1) week from the start date of the contract.

Delivery _____ **working** days after receipt of order.

Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

1.21 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product shall be made within **thirty (30) days** of receipt. ADE shall have the option to return any product within the **thirty (30) day** timeframe for any reason. Bid must include a "total satisfaction" return policy for all products and shall not impose any liability on the State for such returns.

1.22 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

1.23 DEFINITION OF TERMS

1. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.

2. The words "bidder" and "vendor" are used synonymously in this document.

3. The terms "Invitation for Bid ", "IFB" and "Bid Solicitation" are used synonymously in this document.

4. Interims refer to assessments that are administered at a minimum of three (3) times during the school year.

The following table contains a list of acronyms that have been referenced in this bid solicitation.

| | List of Acronyms |
|-----|----------------------------------|
| ADE | Arkansas Department of Education |
| CSR | Customer Service Representative |
| DTC | District Test Coordinator |
| ELA | English Language Arts |

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| FERPA | Family Education Rights and Privacy Act |
| IEP | Individualized Education Program |
| ISR | Individual Student Score Reports |
| OSP | Office of State Procurement |
| PDF | Portable Document Format |
| SPF | Student Performance File |
| TAM | Test Administrative Manual |

1.24 STATE HOLIDAYS

| | | |
|------------------------|-------------|-----------------|
| New Year's Day | January 1 | |
| MLK Birthday/Lee | January | Third Monday |
| President's Day/Bates | February | Third Monday |
| Memorial Day | May | Last Monday |
| Independence Day | July 4 | |
| Labor Day | September | First Monday |
| Veteran's Day | November 11 | |
| Thanksgiving Day | November | Fourth Thursday |
| Day after Thanksgiving | November | Fourth Friday |
| Christmas Eve | December 24 | |
| Christmas Day | December 25 | |

Additional days can be proclaimed by the Governor, by Executive Proclamation. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep State offices open on holidays. The Contractor shall maintain adequate staff on such working days.

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 SCOPE OF WORK

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Education (ADE) to obtain pricing and a contract for K-2 interim assessments.

The ADE assessment program is designed to provide all students in grades K-2 with high quality assessments that are age appropriate, reliable, and valid assessments of growth and achievement.

The vendor **shall** provide statewide educational training support at multiple locations through the State of Arkansas.

Only vendor's providing online/web-based assessment versions **shall** be considered.

Vendor **shall** administer, score, and report results for the K-2 interim assessment including the following major tasks and services:

- Professional development
- Develop assessment related materials
- Test delivery and administration
- Maintain a system that collects and securely reports data
- Conducts webinars, meetings, and conference calls
- Support and help desk services
- Scoring, analyses, and required reporting
- Ensure psychometric soundness of the K-2 interim assessments

2.2 PROJECT CONCEPT

The proposed assessment system **must** meet requirements of Arkansas Code 6-15-404 (f) which shall include a developmentally appropriate assessment to be administered to all students in first and second grades in reading and mathematics.

In 2015, the Arkansas 90th General Assembly passed Act 1268 which revised the language of Act 1294 of 2013. Act 1268 requires school districts to screen each student for dyslexia in kindergarten through grade two (K-2).

Ideally, the proposed K-2 ongoing assessments should meet requirements of Arkansas Code 6-41-603 (a) (1)-(2) (A-F) which includes the screening of students in the following areas:

- Phonological and phonemic awareness
- Sound symbol recognition
- Alphabet knowledge
- Decoding skills
- Rapid naming skills
- Encoding skills

2.3 PROJECT BACKGROUND

During the 2014-15 school year a pre-kindergarten through Grade 2 assessment task force met on multiple occasions and made the following recommendations for future Arkansas early childhood assessments:

- K-2 assessments need to be developmentally appropriate.
- K-2 assessments need to be aligned to Arkansas State Standards in English Language Arts and Mathematics.
- K-2 teachers need timely results that will provide rich information to help plan and guide instruction throughout the year.
- K-2 teachers need quality training on how to properly administer the assessments and use the data to make informed instructional decisions.

The desired assessments are designed to provide teachers with actionable data that can be used to support student learning.

2.4 MINIMUM VENDOR QUALIFICATIONS

- A. Vendor **must** have a minimum of five (5) year's prior experience administering large scale assessments at a statewide level. Information verifying the previous experience **must** be included with the bid response.
- B. Vendor **must** have a minimum of five (5) years of prior experience with delivering and administering online assessments of similar scope and size (an estimated 120,000 students) as required in this bid solicitation. Information verifying the previous experience **must** be included with the bid response.
- C. Vendor **must** have an existing system capable (i.e. software, equipment, staff, etc.) of supporting an online assessment program of similar scope and size (an estimated 120,000) as required in this bid solicitation. Information verifying the existing system **must** be included with the bid response.

2.5 ASSESSMENT SPECIFICATIONS

- A. The assessment tool **must** measure student learning that is age-appropriate for a student who is enrolled in Kindergarten through Grade 2.
- B. The K-2 ongoing assessment **must** measure the standards/domains included in the Arkansas State Standards in English Language Arts and mathematics at Kindergarten through Grade 2. Additionally, the K-2 interim assessments **must** be able to be customized to any future standards revisions in the Arkansas State Standards in English Language Arts and Mathematics at K-2.
- C. The K-2 interim assessments **must** be an online adaptive test with the ability to report student performance at least two grades above or below grade level. Additionally, the K-2 interim assessments **must** measure and report grade level achievement during the final interim administration.
- D. The K-2 interim assessments **shall** be administered as follows:
 - 1. Required for all students enrolled in grades 1 and 2 with a minimum of three (3) administrations throughout the school year. The administration dates **will** be agreed upon between the vendor and ADE at the annual planning meeting.
 - 2. Available for all students enrolled in Kindergarten with a minimum of three (3) administrations throughout the school year. The administration dates **will** be agreed upon between the vendor and ADE at the annual planning meeting.
 - 3. Vendor **shall** provide costing for all students in grades K-2 in bid proposal. There are an estimated 40,000 students per grade.
 - 4. Vendor **must** provide evidence that their product meets the above specification.
- E. The K-2 interim assessments **must** allow flexibility in regards to testing K-2 students throughout the test administration windows while maintaining test security. It is the desire of ADE to allow students to test in their normal classroom settings. Teachers **must** have flexibility to test a small group of students each day as needed during the test administration window using a limited number of devices.
- F. The vendor **must** provide with bid response, or when requested by OSP, documentation that the assessment measures and reports the requirements in attachment 1.
- G. The vendor **must** provide with bid response, or when requested by OSP, documentation that the assessment includes growth measurements.
- H. The vendor **must** provide with bid response, or when requested by OSP, documentation that the assessment is an online adaptive assessment and all test items are aligned to the Arkansas State Standards in English Language Arts and mathematics.

2.6 K-2 ASSESSMENT DESCRIPTION

A. The vendor **must** provide, with their bid response, the following information:

1. A description of the K-2 adaptive interim assessment.
2. A description of number of assessments available and the time required to administer each assessment.
3. A description of how long it takes for teachers to receive individual classroom results.

2.7 SOUND MEASUREMENT PROPERTIES

A. K-2 assessment **must** have strong psychometric properties and provide valid and reliable data.

B. The vendor should provide, or when requested by OSP, documentation that the K-2 interim assessment is psychometrically sound.

2.8 PROJECT REQUIREMENTS

A. Vendor **shall** designate a team of professional individuals, employed by the vendor, to work on or manage the project.

B. Responsibilities for the management team **shall** include:

1. Working with ADE to plan and schedule all activities and deliverables.
2. Monitoring and reporting the progress of each project.
3. Managing conference calls for reporting the progress and issues for each activity.
4. Recording the results of discussions and clarifying the issues in meeting minutes.
5. Ensuring all deliverables are on schedule.
6. Informing ADE of any personnel changes within the company that would affect the project.
7. Ensuring every processing step is completed on time with accuracy.

2.9 QUALITY ASSURANCE

A. Error-free production is required and **shall** be the final responsibility of the vendor.

B. Quality assurance procedures **shall** be exercised throughout all activities to ensure the system presents accurate information and operates properly.

2.10 KEY PERSONNEL

ADE Personnel

A. The Project Manager from ADE **will** provide oversight of the activities conducted under the contract.

B. The Project Manager from ADE **shall** be the principal point of contact on behalf of ADE concerning the vendor's performance under the contract.

Vendor Personnel

A. The vendor should designate the following individuals who **shall** be assigned to work with ADE on this program.

B. The vendor project manager **will** oversee and monitor the planning, scheduling, progress, and quality of work.

2.11 ADDITIONS OR REMOVAL OF SERVICE

A. Throughout the term of this contract, as requested by ADE or as required by law, ADE may choose to add or remove any services under any resultant contract that may be awarded from this IFB.

B. These services may be existing services as offered in the vendor's bid response, or they may be:

- Newly created services as requested by ADE.

- Required as a result of newly enacted Federal and/or State mandates.

C. Pricing for these services **shall** be negotiated if/when:

- The services are added or removed
- **Shall** be consistent with current contract pricing for similar services
- **Shall** be agreed upon in writing between ADE and the vendor prior to implementation of the service.

2.12 DEVELOP PROPOSED TIMELINES

A. A timeline of all major milestones within the project **will** be agreed upon, within one (1) week of the award of the contract, at the annual planning meeting between ADE and the vendor.

B. The K-2 interim assessments **shall** be administered as follows:

1. Required for all students enrolled in grades 1 and 2 with a minimum of three (3) administrations throughout the school year. The administration dates **will** be agreed upon between the vendor and ADE at the annual planning meeting.
2. Available for all students enrolled in Kindergarten with a minimum of three (3) administrations throughout the school year. The administration dates **will** be agreed upon between the vendor and ADE at the annual planning meeting.
3. Pricing should be based on an estimated 40,000 students per grade.
4. Pricing should include cost for all students in grades K-2 to be assessed according to the guidelines above.

C. Student performance file (SPF) with records for students completing the K-2 ongoing assessments **shall** be provided to ADE within 45-60 business days of the end of each testing window (or receipt of paper answer documents).

2.13 DEVELOP ASSESSMENT RELATED MATERIALS (MANUAL)

Test Administration Manual

A. Vendor **shall** provide a test administration manual a minimum of (30) days prior to the first interim assessments, which explains steps to be followed to prepare for testing, and instructions on what to do during testing, as well as what should be done following testing. The manual and/or accompanying resources **must** contain the following:

- The test purpose
- Information about how to prepare for the administration
- Screenshots/steps for completing tasks in the online assessment system
- General information about how to conduct the test including appropriate testing time
- Specific test administration instructions
- Instructions on how to access and use the online assessment system
- Information on maintaining test security
- State policy

B. Manual **will** be used to administer the test and to train school staff on the use of the online assessment system and be accessible as a reference.

C. Vendor **shall** provide manuals that are free of typographical and style errors before they are submitted to ADE.

D. Vendor **shall** provide manuals with correct information.

E. Vendor **must** provide the final documents to ADE as follows:

- PDF digital resource (including bookmarks and an index) that allows the user to read and print in PDF format.
- Print copies at a ratio of 1:20 TAMs to students.

F. The vendor should provide, or when requested by OSP, examples of a manual or similar type resources.

Score Report Interpretation Guide

- A. Vendor **shall** develop an interpretive guide for the K-2 interim assessments which explains score results. Including sample reports for various audiences:
- District administrators
 - Teachers
 - Parents.
 - The interpretive guide **shall** be available thirty (30) days prior to the release of test score from the first K-2 interim assessments.
- B. Vendor **shall** provide Score Report Interpretation Guides that are free of typographical and style errors before they are submitted to ADE.
- C. Vendor **shall** provide accurate information in the interpretive guide to explain the meaning of student score results.
- D. The final document **must** be packaged as a PDF digital resource (including bookmarks and an index) that allows the user to read and print in PDF format.
- E. Core report interpretation guide **must** be translated in the top five (5) languages as determined by ADE upon award of the contract. The top five (5) languages from previous reporting years are:
- Spanish
 - Marshallese
 - Vietnamese
 - Laotian
 - Arabic
- F. Vendor should provide, or when requested by OSP, examples of a Score Report Interpretation Guide.

2.14 TEST AND ASSESSMENT TOOL ADMINISTRATION DELIVERY

- A. Vendor **shall** be responsible for the following tasks;
- Deliver test materials to Arkansas districts
 - Provide access to a test administration platform
 - Conduct quality assurance over-all testing materials
 - Maintain the assessment system
 - Provide high-quality editorial review and proofing
- B. Only assessment tools with online/web-based versions will be considered for this IFB.
- C. System **must** have capacity for secure, web-based collection of data (child, site, district, state level) with online access for State officials to monitor and manage in compliance with state-level policies and regulations.
- D. Student information can be added or updated manually and in real time.
- E. System **must** be able to provide limited access based on assigned user roles at the state, district, and school levels.
- F. System **must** allow for electronic data entry prior to and during assessment administration.
- G. System **must** comply with FERPA regulations for security and confidentiality.

2.15 ACCESSIBILITY FEATURES AND ACCOMMODATIONS

- A. Vendor **must** provide a list of all student accessibility features and accommodations that are available through the delivery method when it does not violate the construct of the assessment.

- B. The access features and accommodations may include, but are not limited to:
 - Text-to-Speech
 - Magnification and amplification capabilities
 - Color contrast
 - Compatibility with assistive devices
- C. Test delivery platform should also be responsive to students' need to take breaks during the assessment.
- D. In addition to those accessibility features and accommodations provided via the technology platform and those provided outside of the platform, it is expected that special forms of the assessment will be needed. These may include paper assessments for students unable to access technology due to their Individual Education Programs and large print forms for students with low vision.

2.16 MAINTAINS A SYSTEM THAT ENSURES DATA SECURITY DATA SECURITY

- A. Pursuant to Ark. Code Ann. § 6-18-109 et seq. ("The Student Online Personal Information Protection Act of 2015"), online services are restricted in the use of public school students' personal identifiable information.
- B. The vendor **shall** recognize that the information collected for this assessment from Arkansas public school programs is confidential under FERPA.
- C. Individual student data collected pursuant to this agreement **shall** not be shared, maintained, or used for any purpose other than those described in this agreement.
- D. Results of data collection and analysis **shall** not be released to any party other than ADE, except in aggregate format, and in compliance with the ADE student data confidentiality procedures and FERPA regulations.
- E. The vendor **must** provide with their bid response, a plan for data protection during:
 - Access
 - Transmission
 - Storage
 - Any redundancies, including how the data will be stored and restored in the event of a disaster
- F. All public school individual student data **shall** be returned to the ADE or destroyed on a schedule to be determined by the ADE and in accordance with the ADE procedures for data maintenance and removal. For costing purposes vendor **shall** include pricing, with bid response, to store student data for three (3) years.
- G. The vendor agrees to provide appropriate confidentiality procedures to maintain the security of individual student data, including confidentiality agreements with any subcontractor with access to confidential information.

2.17 PROFESSIONAL DEVELOPMENT REQUIREMENTS

- A. The ADE staff **must** be trained prior to school training. Vendors **must** provide information on training and implementation supports as stated in the IFB
- B. Vendor **shall** train district and school personnel to:
 - Administer the assessment
 - Obtain reports, analyze data, monitor progress over time, and use data to inform instructional decisions.
 - Use assessment results to communicate with parents.
- C. Training **shall** occur during early fall at fourteen (14) locations around the state. Training **shall** be offered through mixed-delivery methods including in-person and online training.
- D. The training sites **will** be determined between the vendor and the ADE after the contract is awarded.

- E. Vendor **shall** provide the cost for fourteen (14) training locations around the state including, all costs associated with:
- Materials
 - Time
 - Travel
- F. Cost of venue location, meals, and lodging for participants should not be included in cost estimates.
- G. Vendor **shall** provide an online module to train district and/or school personnel.
- Online training **must** include the ability to verify attendance.
 - The module **shall** address the same training and topics as the in-person training.
- H. Training **must** include annual updates to support the changes that are made over the term of the contract.
- I. Vendor **must** provide samples of training materials which may include:
- Presentations
 - Handouts
 - Agendas
 - Video's
- J. Training arrangements **will** be coordinated between the vendor and ADE after awarding of the contract.

2.18 TECHNOLOGY RELATED MATERIALS

- A. Vendor **shall** utilize an online assessment system as specified in the IFB.
- B. Vendor **shall** provide a system that operates with no content, programmatic, or technical errors.
- C. The online assessment system **must** allow for registration and delivery of tests to students taking the K-2 interim assessments, including:
- The ability to support a variety of items and item such as multiple choice and/or technology enhanced items.
 - The ability to include accommodations
 - Accessibility features and accommodations
 - A student log-in screen
 - Student directions
- D. The interface for test administrators **must** be intuitive and user friendly.
- E. Vendor **shall** provide services to maintain:
- System integrity
 - High performance server architecture
 - Server configuration
- F. The online assessment system **shall** be hosted at a Tier 3 or higher data center, which must be in the continental United States.
- G. System **must** have built-in redundancy to protect against unplanned outages.

System Recovery Services

- A. Daily system back-ups **shall** be performed by the vendor, including off-site disaster-recovery copies.
- B. Vendor **must** provide all networking services and software.
- C. System should be developed using a platform consisting of:
- A development server
 - A staging server
 - A Quality Assurance (QA) server

- A production server
- D. The production servers **must** be considered the “live” environment and shall be accessed only by system users (e.g. test coordinators, teachers and students).
- E. Vendor **shall** provide all necessary system enhancements including new versions of the online test delivery system during the term of the contract, or any renewals, at no additional cost.
- F. During the term of the contract, it **shall** be necessary to modify the online delivery system to accommodate normal fixes and system enhancements.
 - The vendor **shall** provide maintenance and support normal fixes and system enhancements.
 - Vendor **must** inform the ADE in advance of changes that may disrupt the service to the ADE and other system users.
 - Planned system outages **must** be scheduled at times when there will be no or minimal disruption to system users.

ONLINE DELIVERY SYSTEM REQUIREMENTS

- A. The online assessment system **shall** be delivered via a secure Internet-enabled web-based application.
- B. The system **shall** be hosted by the vendor at a Tier 3 (or higher) data center, and **must** integrate with:
 - Data
 - Test Item
 - Test construction systems
- C. The system **must** allow for efficient access to data by ADE.
- D. Test **must** be delivered within a secure, web-based application that restricts access to the desktop and internet.
- E. The secure web-based application **must** remain compatible with current browser and operating system releases.
- F. System **must** function and be maintained on current system releases of:
 - Windows
 - Chrome
 - Macintosh
 - Android
- G. Vendor should expect users to access the system via the following operating systems and browsers:
 - Operating systems: Windows 7+, Mac OSX 10.6+, Chrome OS
 - Mobile operating systems: iOS8+
 - Browsers: IE8+, Firefox 26+, Chrome C31+, Safari 7+
- H. The system **must** support input via mouse, keyboard, and touch screen.
- I. The system **must** provide a plan to decrease the bandwidth required to administer the assessment.
- J. The online assessment **must** be securely accessible via tablet, laptop, and desktop computers.
- K. Developers should plan for a minimum resolution of 1024 x 768 and screen sizes of nine inches or greater.
- L. The system **must** be able to report student performance data that is organized according to logical groupings as specified by the State.
- M. The system **must** have the capacity to deliver universal features, designated features, and accommodations.

- N. The system **must** have available documentation including, but not limited to:
- Record level locking to ensure data integrity
 - Regular backup and disaster recovery protocols that cover archive, recovery, and restart procedures for systems and database components including indices, pointers and tables.
 - Process for load testing, quality control and quality assurance for registration, test administration, scoring and reporting.
- O. The system **must** also support password-protected access to the system.
- P. Any changes made relative to the system design **must** occur globally and not require changes in multiple locations.

SECURITY AND AUTHENTICATION

- A. The online assessment system **must** be housed in a Tier 3 or higher data center and **must** be protected from unauthorized access, hackers, viruses, malware, or other tampering.
- B. The vendor **must** monitor for unauthorized access or tampering and have a remediation plan in place. Threats and intrusion attempts **must** be reported to ADE.
- C. The system **must** support varying permission levels as specified by ADE and limit access to specific modules and function.

2.19 CONFERENCE CALLS, MEETINGS, AND WEBINARS

Annual Planning Meeting

- A. Vendor **shall** conduct an annual planning meeting within one (1) week of the award of the contract. Meeting **will** be scheduled according to ADE's schedule and the ADE assessment staff schedule.
1. Annually, prior to all test administration activities, one (1) planning meeting **shall** be scheduled to allow the agency and vendor to establish a final schedule of future work and deliverables for the life of the contract.
 2. The planning meeting **shall** include approximately six (6) state representatives.
 3. Vendor **must** conduct the planning meetings in a face-to-face setting.
 4. The vendor **shall** assume the cost of the facility audiovisual equipment, remote log-in access (e.g web ex) and materials. For budgeting purposes a one (1) day meeting can be assumed for the face-to-face meeting.
 5. Agenda and materials **shall** be subject to approval by ADE.
 6. All travel related expenses associated with this solicitation and any resultant contract related to this solicitation **will** be borne by the vendor for their company, representatives and/or employees.

Weekly Meetings

A. Weekly Telephone Conference Calls

1. The vendor **shall** conduct weekly telephone conference meetings as agreed upon after the award with ADE.
2. Meeting agenda **shall** include:
 - Tracking project tasks and services
 - Discussion and or resolution of outstanding issues related to all aspects of the program.
3. Vendor **shall**:
 - Conduct the meetings

- Develop an agenda and shared with ADE (1) day prior to call
- Meeting minutes **shall** be made available within (1) day of the meeting.
- The weekly meetings **shall** be held using a virtual online meeting application.

2.20 SUPPORT SERVICES INCLUDING TRAINING WEBINARS, AND HELP DESK SERVICES

A. Help Desk System and Services

1. Vendor **must** provide an email help link and a toll-free number.
2. The Help Desk staff **must** provide answers within one (1) business day.
3. Vendor **must** promptly correct problems or errors as they are identified.
4. Support **must** include direct support to district test coordinators and technology coordinators via phone calls or emails during registration and testing, including high-level technology questions about the online assessment system.
5. Experienced Help Desk staff should assist district personnel immediately.

B. Customer Service Representatives

1. The Help Desk **must** be staffed with experienced Customer Service Representatives (CSRs) who receive training and are proficient in customer service best practices.
2. CSRs **must** be trained by vendor's program staff knowledgeable about the K-2 interim assessments in order to respond accurately to:
 - School
 - School district
 - SEA phone calls
 - Emails
3. Vendor **must** provide to ADE, upon request, information on:
 - How training is conducted
 - What is used for training
 - Who conducts the training
4. Vendor **must** also provide information on how training is conducted for all subcontractors that may be used in completion of this task.
5. CSRs **must** be familiar with materials such as:
 - Manuals
 - Student test directions
 - Data Privacy
 - Test Security requirements
 - Technology requirements and troubleshooting
6. Vendor **must** develop a FAQ and scripts for CSRs to help answer questions, which are provided to ADE for review and approval.
7. CSRs **must** be able to differentiate questions that are policy related and should be answered by ADE staff and those that are to be answered by the vendor.
 - Technical issues arising during a test window that cannot be resolved by CSRs **must** be transferred to vendor's technical support immediately.
 - If students are in the classroom and unable to test, the call **must** be moved to a technical support immediately for resolution or a recommendation and **must** be provided to have students test at a later time if the problem cannot be resolved within (15) minutes.

- Technical support **must** work with the district until the issue is resolved. Technical issues unresolved after (24) hours require detailed daily status updates to ADE.

2.21 **TEST SCORING ANALYSES AND REQUIRED REPORTING**

Reporting

- A. Applicants **must** detail how the K-2 interim assessments produces accurate, timely, useful, and easy to understand reports that are strengths-based and support state administrators, school district leaders, principals, teachers and families in making decisions.
1. Specific characteristics of the reports **must** include:
 - Child-level and classroom-level data to classroom teachers to inform individualized instruction and classroom practice in K-2 classrooms, as well as support services and interventions that may be required.
 - Aggregate data, District level, and State Level for state and local policy-makers to assess the outcomes of the K-2 interim assessments, provide actionable information to drive future policy related to closing the readiness gap, monitor student growth, and make resource allocation decisions (e.g. decisions regarding professional development, data systems, funding allocations, etc.)
 - The K-2 interim assessments **must** measure and report grade level achievement during the final interim administration. The final interim report **must** report student achievement at grade level based on the Arkansas State Standards in English Language Arts and mathematics.
 - A student performance file (SPF) with records for students completing the K-2 interim assessments **shall** be provided to ADE within (30) business days at the end of each testing window for each year of administration.
 - The SPF file layout **shall** be provided to ADE as soon as available for use in mapping the fields in the Arkansas student GPS Dashboards.
 2. Reporting **shall** include downloadable student data files, and downloadable PDFs of pre-built standard reports including Student Score Reports, Educator/Group Reports and Aggregate Reporting for schools, districts, and the state. Report/data files **must** include:
 - Individual Student Report (ISR)
 - Classroom Report
 - School level aggregate report
 - District level aggregate report
 - State level aggregate report
 - Student data file

Score Report Interpretation Guide

1. Vendor **shall** develop an interpretive guide for the K-2 interim assessments that explains score results to various audiences.
2. Vendor **shall** provide manuals that are free of typographical and style errors.
3. Vendor **shall** provide a score interpretation guide with correct information.
4. Final document **must** be packaged as a PDF digital resource (including bookmarks and an index) that allows the user to read and print in PDF format.
5. Score report interpretation guide **must** be translated in the top five (5) languages as determined by ADE upon award of the contract. The top five (5) languages from previous reporting years are:
 - Spanish
 - Marshallese
 - Vietnamese
 - Laotian
 - Arabic

6. ADE **shall** provide a list of the top languages to the vendor after award.

2.22 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

PERFORMANCE MEASURES

| Service Criteria | Acceptable Level | Damages for Insufficient Performance |
|---|------------------|---|
| Tests available in the system as mutually agreed upon (30) days prior to the opening of the testing window. | 99.9% | Test <u>unavailable</u> as agreed upon (30) days prior to the opening of the testing window, damages are as follows: \$4,000/day for the first five (5) days, \$8,000/day for each day thereafter. A VPR will be written documenting the vendor's performance. A below standard VPR may result in cancellation of the contract. Continued unavailability prior to the opening of the testing window may result in cancellation of the contract. |
| Registration functions as stipulated in this IFB | 99.9% | Registration functions <u>unavailable</u> as agreed upon in this IFB, damages are as follows: \$4,000/day for the first five (5) days, \$4,000/day for each day thereafter. VPR will be written documenting the vendor's performance. |

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| | | |
|--|-------|--|
| | | <p>A VPR will be written documenting the vendor's performance. A below standard VPR may result in cancellation of the contract.</p> <p>Continued unavailability may result in cancellation of the contract.</p> |
| Student testing functions as stipulated in this IFB | 99.9% | <p>Student testing functions unavailable as stipulated in IFB: \$2,000/day for the first five days, \$4,000/day for each day thereafter.</p> <p>A VPR will be written documenting the vendor's performance. A below standard VPR may result in cancellation of the contract.</p> <p>Continued unavailability may result in cancellation of the contract.</p> |
| Online Assessment System is ready for students taking the test | 99.9% | <p>Online Assessment System is unavailable for students taking the test: \$4000.00/day for the first five (5) days, \$8,000.00/day for each day thereafter.</p> <p>A VPR will be written documenting the vendor's performance. A below standard VPR may result in cancellation of the contract.</p> <p>Continued unavailability may result in cancellation of the contract.</p> |
| Online Assessment System is operation throughout testing window. | 99.9% | <p>\$10,000 for the first cumulative 12 hours the system is unable to deliver tests and receive student responses during the testing window, and \$10,000 for each successive cumulative period of 12 hours the system is unable to deliver tests and receive student responses during the testing window.</p> <p>A VPR will be written documenting the vendor's performance. A below standard VPR may result in cancellation of the contract.</p> <p>Continued unavailability may result in cancellation of the contract.</p> |
| Final assessment guides, as stipulated in RFP, delivered to the ADE: | 99.9% | <p>Final assessment guides, as stipulated in IFB, delivered to the ADE: \$2,000/day for the first five days, \$4,000/day for each day thereafter.</p> <p>A VPR will be written documenting the vendor's performance. A below standard VPR may result in cancellation of the contract.</p> <p>Continued unavailability may result in cancellation of the contract.</p> |

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OFFICIAL BID PRICE SHEET

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the services being bid.

The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.

***Total Cost must include cost for all items shown in the "Itemized Listing" section.**

| Item Number | Description | Estimated Quantity | Cost per Each | Total Cost for all items. (This includes cost from Itemized List) |
|-------------|------------------------------|--------------------|---------------|---|
| 1. | Brand Bid: _____ _____ | 40,000 | \$ | \$ |

Itemized Listing:

| Item Number | Description | Estimated Quantity | Cost per each | Total Cost |
|-------------|-------------|--------------------|---------------|------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
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| 6. | | | | |
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| 13. | | | | |
| 14. | | | | |
| 15. | | | | |

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STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment.

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Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.

- 13. LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies.
- Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such

relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.