



**REQUEST FOR PROPOSAL**

**Minnesota Test of Academic Skills (MTAS):**

**Development of Benchmark Extensions for Grades 3-8  
in Reading and Mathematics,  
Grade 10 Reading and Grade 11 Mathematics  
AND  
Development, Training, Administration, and Scoring of an Alternate  
Assessment (MTAS) Based on those Standards  
AND  
Setting Alternate Achievement Standards  
for this Alternate Assessment**

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## 1.0 INTRODUCTION

### 1.1 Purpose

This Request for Proposal (RFP) from the Minnesota Department of Education (MDE) invites technical and cost proposals for work associated with the following three overarching tasks:

1. **Development of benchmark extensions** for those standards in the grade levels that count in Minnesota’s fulfillment of the No Child Left Behind (NCLB) accountability system (i.e., grades 3-8 reading and mathematics, grade 10 reading and grade 11 mathematics),
2. **Test development, teacher training, administration, and scoring** of an alternate assessment called the Minnesota Test of Academic Skills (MTAS) for students with special needs based on those benchmark extensions, and
3. **Setting alternate achievement standards and reporting** the results to stakeholders.

**The 1%:** The work identified in this RFP is that which is commonly referred to in NCLB discussions as the assessment for the “1%,” those students with special needs having the most significant cognitive disabilities.

**The 2%:** If MDE obtains additional funding for this project and the United States Department of Education (ED) finalizes the guidelines, MDE reserves the right to increase the scope of work and monies of the existing contract that MDE and the responder entered into as a result of this RFP. This additional scope would be for the length of the project, based on successful progress of the initial project, to conduct the activities necessary to develop an alternate assessment based on grade-level standards. This assessment would be for the same grade level and content areas listed above. This assessment is commonly referred to in NCLB discussions as the assessment for the “2%,” those students with special needs who cannot access the general education assessment even with accommodations.

The United States Department of Education has outlined the assessments for these populations at this URL:

<http://www.ed.gov/policy/elsec/guid/raising/alt-assess-long.html>.

The responder should highlight within their proposal any and all tasks and/or deliverables that would be valuable to MDE in meeting the Peer Review requirements of the United States Department of Education related to this assessment.

## 1.2 Year One Timeline

The anticipated term of the first contract is found in Section 10 in the Significant Dates for Responders. Contracts may be continued contingent upon funding and with the agreement of both parties. The Department has estimated the cost for the first contract period (FY 07) should not exceed \$2.55 million for all tasks specified and those yet to be finalized in the scope of work detailed through negotiations. The cost for the total project over the four-year period should not exceed \$9.75 million for all tasks. Funding for this program comes from federal (300-1200-451) and in year one General Supervision Enhancement Grant (300-1200-330).

**The responder should be aware of the extremely compressed timeline required to deliver this assessment operationally. In the summer of 2006, ED deemed Minnesota's current alternate assessment as not meeting the requirements of NCLB. In order to avert ED's pending monetary penalties, MDE must provide an operational and technically-sound alternate assessment for the spring of 2007 or otherwise require students with significant cognitive disabilities to demonstrate proficiency on the general education assessment. MDE strongly believes the latter is not in the best interest of Minnesota students and is working diligently to develop an approved assessment.**

**See Section 2.6 for an estimated timeline to meet this goal.**

Because time is of the essence in this process, questions regarding this RFP must be submitted by the time and date given for submission of such questions in the Table of Significant Dates for Responders in Section 10 in the format listed in Section 3.

*This request for proposal does not obligate the state to award a contract or complete the project. The state reserves the right to cancel the solicitation if it is considered to be in its best interest. All expenses incurred in responding to this notice are solely the responsibility of the responder.*

## 2.0 SCOPE OF WORK

### 2.1 Background

The rudimentary tasks to be performed by the responders are detailed in Attachment 11.1, although this is not considered an exhaustive list. Some of the tasks listed recur throughout the life of the contract (e.g., test administration, technical manuals). Other tasks will be completed once in the life of the contract (e.g., format of test administration). Hence, the scope of work contained in Attachment 11.1 provides the detail for just the first year of the contract. It is the responder's duty to fully understand that

scope of work, and project the scope through the four years of the potential contract.

Some tasks listed in this scope of work (Attachment 11.1) are well-defined, standard operation procedures and expectations for MDE's interactions with a testing company. Other sections are purposely left to be determined after reviewing the proposals for the development and implementation of an alternate assessment based on alternate achievement standards that is most appropriate for Minnesota students. The responder is asked to propose tasks for these sections. See Section 2.2-2.4 of this RFP for further details. (Attachment 11.1 is available in electronic MS Word format upon request to facilitate proposal submission. See Section 3 to request this attachment electronically.)

The responder must produce a plan for developing a prioritized set of grade level content standards to serve as the basis for the MTAS. The selection of prioritized standards and related benchmarks should be based on the best judgment of a diverse group of stakeholders representing special education teachers, content area experts in reading and mathematics, administrators, parents, curriculum specialists, and MDE staff. The selection should be based on 1) skills that will last from year to year, 2) skills that are essential for academic progress, and 3) skills that help foster a student's reasoning ability.

In addition, the prioritized set of grade level content standards should be similar to the **distribution** and **patterns of emphasis** represented on the regular assessment.

Minnesota statute dictates a revision cycle for the Minnesota Academic Standards (M.S. 120B.023 as amended in Minnesota Session Law 2006 – Chapter 263). Mathematics standards are scheduled for revision in the 2006-2007 school year. Therefore, the responder should take special note that the development of a revised set of alternate standards for mathematics will be required for development during the four years of the potential contract, to be assessed starting in the 2008-2009 school year. This means a second set of alternate standards would need to be developed through revision after the 2006-2007 school year and prior to the 2008-2009 school year. This would also include enhancements to that assessment administration as well as the setting of new alternate achievement standards for mathematics after the first operational administration (spring of 2009). Reading is not subject to this revision cycle during the four years of the potential contract.

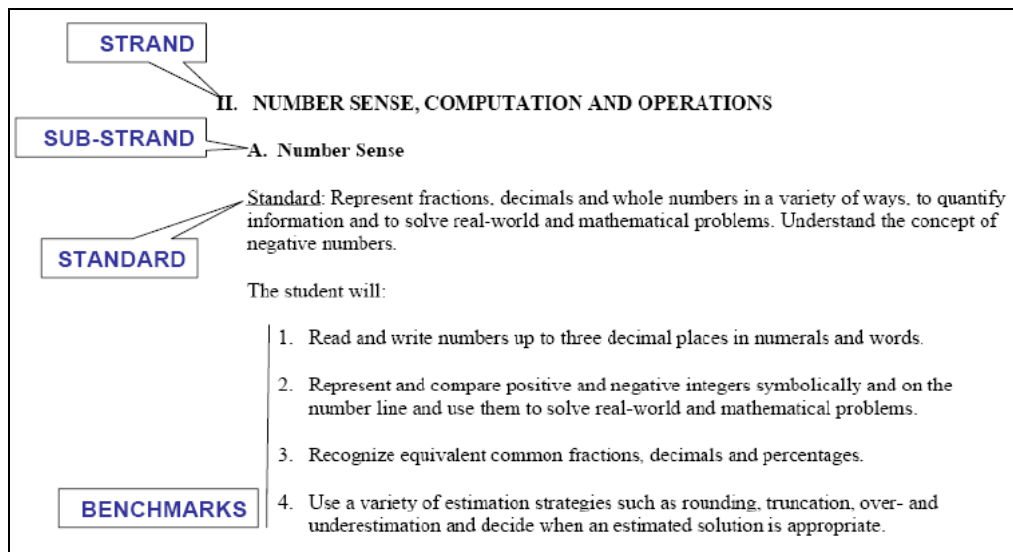
## **2.2 Benchmark Extensions Development**

The responder must produce a plan for developing benchmark extensions. Benchmark extensions are **student outcomes** that are clearly aligned with grade-level content standards, yet represent a reduction in the breadth,

depth, and complexity of the grade level content at multiple levels of proficiency. Benchmark extensions at three levels of proficiency (high, medium, and low) should be developed for each element of content selected for use on the alternate assessment. Some researchers have described student outcomes in terms of a student's ability to use symbols to communicate. The following three levels of proficiency may assist responders in conceptualizing appropriate outcomes for students with significant cognitive disabilities:

- Symbolic level of communication:
- Early symbolic level of communication
- Pre-symbolic level of communication

In Minnesota, general education academic standards have the following hierarchy in this grade 5 math example from the Minnesota Academic Standards:



See this URL for more information about the Minnesota Academic Standards in reading: <http://education.state.mn.us/mde/static/000269.pdf>.

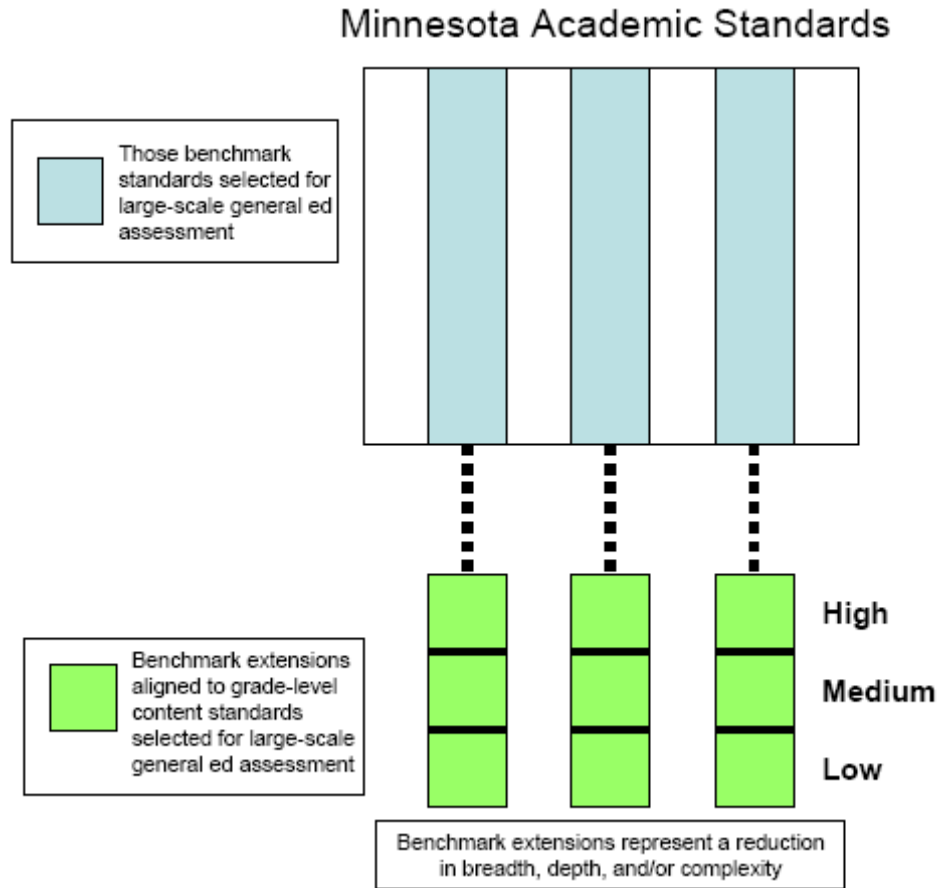
See this URL for more information about the Minnesota Academic Standards in mathematics: <http://education.state.mn.us/mde/static/000276.pdf>.

In Minnesota, grade-level content standards are equivalent to benchmarks that are tested on the large-scale general education assessment, Minnesota Comprehensive Assessments-Series II (MCA-IIIs). *Benchmark extensions* will reduce the breadth of the grade level content by prioritizing the benchmarks and determining which benchmarks are most essential for students with significant cognitive disabilities. See this URL for more information about the test specifications of the general test and the

benchmarks assessed in them:

<http://education.state.mn.us/mde/static/006367.pdf>.

The relationship of assessed benchmarks on the general education assessment to benchmark extensions and their assessment is depicted below.



Alternate academic standards linked to grade-level achievement standards must be developed for the following grades:

- Reading: Grades 3, 4, 5, 6, 7, 8, and 10
- Mathematics: Grades 3, 4, 5, 6, 7, 8, and 11

The plan should reflect a thorough review of the Minnesota Academic Standards in Reading and Mathematics, the Test Specifications for the Minnesota Comprehensive Assessments-Series II (MCA-II) (see Attachment 11.4 for the locations of the documents on the MDE Web site), and a review of alternate assessment literature related to alternate academic standards (see Attachment 11.5).

MDE expects the development of these alternate academic standards to be an open and inclusive process, developed using Minnesota educators from

the field. In Minnesota, the Division of Research and Assessment refers to these teacher committees as Advisory Panels and typically invites participants through its web-based invitation system (*Cvent*, [www.cvent.com](http://www.cvent.com)). The benchmark extensions should represent a collaborative effort between curriculum specialists, special education teachers with expertise providing instruction to students with significant cognitive disabilities, and general education teachers with expertise in reading and mathematics (see Attachment 11.6).

Therefore, the plan must provide details about the number of teachers, number of meeting days, training materials required, and the anticipated output from the panels. MDE envisions that these alternate academic standards might resemble the conceptual elements similar to the work of Connecticut, as outlined in CMT/CAPT Skills Checklist – Third Edition found at this URL: [http://www.csde.state.ct.us/public/cedar/assessment/checklist/resources/complete\\_handbook\\_1.pdf](http://www.csde.state.ct.us/public/cedar/assessment/checklist/resources/complete_handbook_1.pdf).

The responder should, at a minimum, address the creation of benchmark extensions as well as the logistical tasks necessary in their development. However, the responder may propose alternative methods of accomplishing the tasks, additional tasks, and/or changes to the tasks required to develop the groundwork for an alternate assessment that meets NCLB requirements in Minnesota. Additionally, the responder must provide a plan for documenting the development of alternate academic standards and procedures.

## **2.3 MTAS Development, Training, & Administration**

### **2.3.1 MTAS Development**

The responder must provide a plan to assist MDE in developing test specifications related to the MTAS for Commissioner approval. The format of these test specifications should be as similar as possible to the format MDE uses for its other assessments.

The responder must provide a plan for the development of an alternate assessment aligned to grade level academic content standards. This alternate assessment must be able to be administered operationally in the spring of 2007 (use the MCA-II test window for planning purposes). If individual items or performance tasks based on the benchmark extensions are proposed for development, the responder must include a development plan using the current MCA-II test specifications as a guide. The proposal should also include a method to ensure that the mode of administration (e.g., performance tasks) correctly captures

the skills of the benchmark extensions prior to the operational test (e.g., pilot testing).

The responder is welcome to present an assessment using any administration format (e.g, teacher checklist, performance assessment, other). However, the responder should recognize the following current conditions in consideration of test development:

- The previous alternate assessment was a teacher observational checklist, used since 1999.
- Because of the late communication to MDE, few educators in Minnesota currently are aware of ED's required change to a new alternate assessment.
- Any proposed field testing will need to be completed prior to the operational test administration/data collection window.
- The teacher training component required in this RFP will need to be completed prior to the operational test administration/data collection window.
- Regardless of format of administration, MDE must be able to demonstrate to ED the technically-sound qualities of this alternate assessment (e.g., a teacher observational checklist, if proposed, must be able to demonstrate reliability).

### 2.3.2 MTAS Training

The responder must provide detailed plans for the implementation of a training program to ensure accuracy in the administration/ scoring of the MTAS in schools throughout Minnesota. The responder's plans should address the training of teams from each district which should include representatives from both special education and general education. The plan must address ways to promote collaborative administration/scoring of the MTAS.

Training sessions on the administration/scoring of the MTAS must be held at a minimum of six regional sites in greater Minnesota, plus two in the Minneapolis/St. Paul metro area.

The responder must also provide a plan for the development of training materials which addresses the following:

- Background of the MTAS, including how MTAS relates to school reform efforts for all students
- Administration of the MTAS, including individualized response modes
- Organization of the MTAS
- Use of the MTAS to plan instruction, monitor progress, and document student achievement

- A well articulated set of scoring criteria, if applicable
- Opportunities for participants to observe test administration/scoring procedures, discuss, and apply training to new situations. Responders are encouraged to propose a video component to facilitate the accuracy and consistency of administration and/or scoring of the MTAS, as this could also serve as a valuable tool in training other teachers and administrators (if a training-of-trainers model is used).
- A training video for use in both face-to-face trainings and in an on-demand, downloadable training component (the latter may be developed in Year 2).

### 2.3.3 MTAS Administration

The responder must provide a plan for the administration of the MTAS. The plan should include a method to meet the needs of an MDE-hosted early correction window that would open on approximately May 25, 2007.

MDE is committed to streamlined administration methods that utilized web-based technology to ease the testing burden for school districts and their staff. The responder should consider carefully ways in which web-based pre-identification and correction, data collection (if appropriate), and reporting systems can use technology to facilitate the assessment process for both the school districts and the Department.

## 2.4 MTAS Standard Setting & Reporting

### 2.4.1 MTAS Standard Setting

The responder must provide a plan for determining alternate achievement standards based on the MTAS. This standard setting activity must take place in June 2007, and the results of this standard setting must be prepared for MDE's Adequate Yearly Progress (AYP) analysis scheduled to begin on July 1, 2007. The vendor must be prepared to work with MDE's Divisions of Research & Assessment as well as Information Technology regarding file and data specifications. See Attachment 11.4 for the locations of the documents on the MDE Web site related to file specifications typically used for file transfers.

### 2.4.2 MTAS Reporting

The responder must provide a plan for the reporting of scores on the MTAS. This plan must include at a minimum the reports listed in the Baseline Scope of Work (Attachment 11.1). The responder is

expected to use established format conventions established for the Minnesota Assessment System to make reporting to stakeholders as seamless as possible.

MDE reserves the right to negotiate with its current large-scale vendor for report integration and distribution to enable a single source for distribution of reports in the Minnesota Assessment System. However, the responder should make a comprehensive proposal for this section in the proposal.

The responder should be prepared to produce technical manuals and other related documentation necessary to maintain a reliable and transparent assessment system.

## 2.5 Additional Questions

In addition to responding to the elements described in the preceding section, responders are to answer the following questions within the page limits specified.

- I. **NO CHILD LEFT BEHIND:** Like other states, MDE is working hard to comply with No Child Left Behind (NCLB) requirements. One of the issues facing assessment is the rolling Peer Review processes. Describe the role the responder will take in assisting the Department to prepare for this review related to this proposal and remedy any short-comings that may be identified in such review. Limit your response to two pages.
- II. **RELATIONSHIP OF ALTERNATE ACHIEVEMENT STANDARDS TO INSTRUCTION:** Describe the responder's vision of how the alternate assessment based on alternate achievement standards can help inform instruction for Minnesota students with significant cognitive disabilities by measuring the extent to which they participate in and benefit from the general education curriculum. How does a comprehensive understanding of this purpose impact the responder's planning and implementation of the project? Limit your response to two pages.
- III. **GROWTH SCORES:** By 2007, MDE is required by state statute to provide a growth score based on the MCA-II's. One considered use of this growth score is for the Safe Harbor provisions of NCLB. Because the MTAS will have a role in NCLB proficiency for schools and districts, the expectation for a growth measure surely will exist for this test as well. For the MTAS, growth scores would begin in 2008. Describe considerations and a plan with achievable milestones to set up a vertical scale or other methodology to make this possible in the most efficient manner.

Refer to the information above and in section 10 of the scope of work. Limit your response to six pages.

## 2.6 Estimated Calendar for MTAS project in 2006-2007

November 15, 2006	<ul style="list-style-type: none"> <li>Contract begins</li> </ul>
November & December 2006	<ul style="list-style-type: none"> <li>Benchmark Extensions completed &amp; Commissioner approved</li> <li>Test administration shell identified</li> </ul>
December & January 2006	<ul style="list-style-type: none"> <li>Test development</li> </ul>
January 2007	<ul style="list-style-type: none"> <li>MDE Pre-test Workshops for Minnesota Assessment System, including MTAS (general information; no specific training)</li> </ul>
February 2007	<ul style="list-style-type: none"> <li>Field testing in select districts (if proposed)</li> </ul>
February & March 2007	<ul style="list-style-type: none"> <li>Training Workshops</li> <li>Web-based demo ready (if applicable)</li> </ul>
April & May 2007	<ul style="list-style-type: none"> <li>Assessment/Data Collection window</li> </ul>
June 2007	<ul style="list-style-type: none"> <li>Standard setting activity</li> </ul>
June 2007	<ul style="list-style-type: none"> <li>Assessment Data Verification System (ADVS), a demographic clean-up window (MDE activity) for school districts</li> </ul>
July & August 2007	<ul style="list-style-type: none"> <li>AYP/NCLB Appeals Window for school districts</li> </ul>
August 23, 2007	<ul style="list-style-type: none"> <li>Public release of all test results in the Minnesota Assessment System</li> </ul>

## 3.0 DEPARTMENT CONTACT

Prospective responders who have questions regarding this Request for Proposal may send an e-mail or fax ONLY to the following contact:

Dirk P. Mattson, Ph.D.  
 Minnesota Department of Education  
 1500 Highway 36 West  
 Roseville, MN 55113-4266  
 Fax: (651) 582-8874  
 dirk.mattson@state.mn.us

Questions are to be submitted to Dr. Mattson at the Department by fax (651 582-8874) or by email (dirk.mattson@state.mn.us). Fax and e-mail submissions must be clearly labeled in the subject line with "Questions on the MTAS RFP." Inquiries pertaining to the scope of work should refer to the specific task number(s) under question. In order to prepare and disseminate adequate responses

to all questions, questions must be received by the date and time given in the Table of Significant Dates for Responders in Section 21. MDE reserves the right to refrain from responding to questions submitted after that date and time.

Other MDE personnel are not allowed to discuss this project with anyone including responders before the proposal deadline.

#### **4.0 SUBMISSION OF PROPOSALS**

- All proposals must be sent to:

Dr. Dirk P. Mattson,  
Director of Research & Assessment  
Minnesota Department of Education  
1500 Highway 36 West  
Roseville, MN 55113-4266  
Phone: (651) 582-1611

- Proposals are due no later than 3:00 p.m. Central Daylight Time on October 4, 2006.
- Proposals sent by fax or e-mail will not be considered.
- Late proposals will not be considered.
- Proposals must be signed for and released to a Research & Assessment staff member when delivered to the Department. Proposals will not be accepted at the reception desk located in the main lobby of the Department.
- Prices and terms of the proposal as stated must be valid for the length of any resulting contract(s) and subsequent amendments.

##### **Packaging of Technical Proposal:**

- Submit one original and eight identical, signed paper copies of the Technical Proposal.
- Submit one copy of the Technical Proposal (excluding any trade secret information) in PDF format.
- An authorized member of the responding organization must sign proposals in ink.
- Technical Proposals must be sealed in a mailing envelope or package with the Department's name and address and "Minnesota Test of Academic Skills Proposal," clearly written on the outside.

##### **Packaging of Cost Proposal:**

- Provide two copies of the Cost Proposal in a separate, sealed envelope that is clearly marked "Minnesota Test of Academic Skills Cost Proposal" clearly written on the outside along with the responder's name and address.
- The Cost Proposals will not be opened until the evaluation of all Technical Proposals has been completed.

- The final evaluation of each proposal will be on a "best value" basis taking into account the quality of the technical proposal and the costs in the cost proposal.

## 5.0 PROJECT COSTS

The Department has estimated the total costs of this project should not exceed \$9.75 million over the full four-year term of the project if all elements are enacted and no test reductions occur. The Department’s Fiscal Year is from July 1 – June 30.

2006-07 FY07	2007-08 FY08	2008-09 FY09	2009-2010 FY10	Total
\$2,550,000	\$2,400,000	\$2,400,000	\$2,400,000	\$9,750,000

Project costs must be based on requirements set out in this RFP and costs should cover the term of the Department’s fiscal year.

## 6.0 PROPOSAL SPECIFICATIONS

### 6.1 Technical Proposal Selections

Responders are required to follow the proposal format and content requirements detailed in this section.

The Technical Proposal must be presented in narrative format and demonstrate the responder's ability to meet all qualifications, requirements, and standards specified in this RFP. The proposal must be clearly organized and easy to follow. **ALL** pages of the proposal, including pages with charts, must be numbered sequentially. The proposal must use the section headings and numbering system used in this RFP so that reviewers can easily identify the presence of required materials. The proposal must be submitted in this order and no additional sections may be included.

The responder must prepare a proposal that addresses all the following sections below. Do not attach pamphlets, letters of support (except from any proposed subcontractor), or other items that are not specifically requested. Clarity and brevity of narrative is encouraged. Do not exceed the page limits set forth in Sections 2.5 and within the subsections of 6.1 as summarized in the table below.

<b>Technical Proposal Sections</b>		<b>Page Limit one sided</b>
<b>Cover Letter</b>		2 pages
<b>Table of Contents</b>		As needed
<b>Executive Summary</b>		3 pages
<b>Gantt Chart</b>		As needed
<b>Management and Staffing (excluding org chart)</b>		10 pages
<b>Project Planning and Communication</b>		5 pages
<b>Scope of Work and Discussion</b>		
Test Design/Item Development		5 pages
Test Construction		5 pages
Materials Production		5 pages
Distribution/Collection		5 pages
Materials Processing		5 pages
Scoring		5 pages
Standard Setting		5 pages
Reporting		5 pages
Technical Support and Analysis		5 pages
<b>Related Organizational Experience and Capacity</b>		10 pages
<b>Performance Indicators</b>		2 pages
<b>Attachments</b>		As needed
<b>Cost Proposal</b>		<b>Page Limit one sided</b>
<b>Cover Sheet</b>		1 page
<b>Cost/Price Proposal</b>		As outlined

### 6.1.1 Cover Letter

The Cover Letter must be signed, preferably in blue ink, by the individual qualified to make the offer to perform the work described. In the case of organizations, individuals signing this letter must indicate their position title and certify that they are authorized to make the offer on behalf of the organization. In addition, the Cover Letter must:

- Identify any proposed subcontractors and their primary duties.
- Present a short summary of the responder's qualifications and unique strengths related to project tasks.
- Include the mailing address and fax number of the authorized Representative who signed the Cover Letter.

Limit the cover letter to two pages.

### 6.1.2 Table of Contents

The Table of Contents must identify, by page number, all eleven Scope of Work sections in the RFP.

### 6.1.3 Executive Summary

The Executive Summary must:

- Present an overview of the plan for providing the services and products for the appropriate goal.
- Identify and discuss the key developmental issues to be faced in the implementation of the proposed work plan.
- Not exceed three pages.

### 6.1.4 Gantt Chart

A Gantt chart must be provided that depicts the timeline for all major tasks and subtasks, including deliverables, key activities, and the person(s) directly responsible. The Gantt chart must include the tasks and activities to be undertaken in order to accomplish the purpose of the project and produce the required final products. Section 2.6 contains the Estimated Calendar of the MTAS Project to aid in preparation of the Gantt chart. The chart must be organized using the numbering system and headings that are in the RFP's Scope of Work sections.

### 6.1.5 Management and Staffing

For a successful outcome, this project requires an effective management system that enables the responder to complete tasks on schedule and within budget. The management system must include clearly identified procedures for:

- Managing project personnel, subcontractors, and tasks
- Ensuring adherence to schedule and deadlines
- Ensuring high-quality products and outcomes
- Identifying potential problems early
- Maintaining close communication with the Department
- Controlling project expenditures

The Department retains the right to approve any changes to any of the following personnel assigned to the project:

- Lead Special Education Specialist(s)
- Project Manager
- Lead Psychometrician

- Lead IT Manager

List proposed staffing for each area below along with proposed time on task and specific duties. There must be sufficient detail to allow an evaluation of the person's competency, experience, and expertise. Include a vita for each person you describe in the appendix of your response. This appendix must also include vitae for the responder's management team and other proposed professional staff, including subcontractors. The vitae must show years of experience by stating educational background, the beginning and ending dates for all positions, training, roles played in related projects, and publications. Primary areas of expertise must be clearly described. All staff must have qualifications appropriate for the tasks they are to perform.

In the narrative for this section, include an organizational chart indicating reporting relationships, intra-communication and level of decision-making authority for each organizational level. Include a detailed communication plan, specifying your expectations of communication with the Department staff. This section may not exceed ten pages plus the organizational chart; a bulleted list is preferred. Include:

- i. **Project Management**, including Senior Project Manager/Director, Project Manager/Coordinator(s) and Assistants, Customer Service Representative(s) and company officer supervising this area
- ii. **Item/Test Development**: For *each* subject (math, reading), identify the Senior Item Developer, Item developer(s), Item editor(s), Graphic design/publication specialist(s) and company officer supervising this area
- iii. **Psychometrics**: Senior psychometrician, Psychometrician(s) performing work, Statistical Analyst(s), company officer supervising this area
- iv. **Information Technology**: Senior Programming Staff, Programmer(s), System Analyst(s), Online specialist(s) and company officer supervising this area
- v. **Training**: For each subject area (mathematics, reading), name the staff assigned. Indicate the manner in which training will be conducted.

This section of the proposal must also identify all proposed subcontractors and their assigned duties.

Subsidiaries that are separately incorporated must be clearly identified as such and must be treated as subcontractors.

The responder must submit letters of agreement from proposed subcontractors.

#### 6.1.6 Scope of Work and Discussion

Insert a proposed Scope of Work based on the proposal and any additional narrative explaining how you will accomplish the work as explained in Section 2 in this section of your proposal.

The responder is welcome to revise or replace sections or sub-sections listed in the Baseline Scope of Work if the activities proposed exceed those listed in this attachment. The responder will highlight if/when this has been done and provide a brief rationale the revision.

The Scope of Work must include the following eleven (11) clearly-identified sections:

1. PROJECT PLANNING AND COMMUNICATION
2. TEST DESIGN/ITEM DEVELOPMENT
3. TEST CONSTRUCTION
4. TEACHER TRAINING
5. MATERIALS PRODUCTION
6. DISTRIBUTION/COLLECTION
7. MATERIALS PROCESSING
8. SCORING
9. STANDARD SETTING
10. REPORTING
11. TECHNICAL SUPPORT AND ANALYSIS

MDE reserves the right to negotiate with its current large-scale vendor for report integration and distribution to enable a single source for distribution of reports in the Minnesota Assessment System. However, the responder should make a comprehensive proposal for Section 10 in the proposal.

The responder should organize a written response for each of the eleven sections. A maximum of five pages for each section will be allowed for each of the eleven sections. The responder must describe and detail how they will design, develop, implement, or complete the tasks in each of the eleven sections and/or propose new tasks where necessary. The responder should indicate milestones that will be achieved in carrying out the tasks. A maximum of 55 pages is allowed for the technical proposal.

In preparing responses, responders may propose alternative ways of performing the work that leads to the same outcome. Answer clearly and succinctly, avoiding marketing language and unessential photographs or graphics. Bulleted lists and tables are

encouraged when appropriate. Font size must be a minimum of *11 point*. Margins must be at least one inch on all sides.

#### 6.1.7 Related Organizational Experience and Capacity

This section must *briefly* describe the responder's past experience in conducting projects similar to the contract applied for in the RFP. This section also requires the responder to describe the required hardware and software capacities. Limit your response to ten pages.

#### 6.1.8 Performance Indicators

The proposal must provide a list of all major errors that occurred in work associated with contracts over the past four years including: significant rework of items, test forms, software deliverables that impacted schedules, costs, or quality of a testing program as well as any publicly acknowledge errors such as fines/penalties, and/or scoring/reporting problems. Please present in a table format. Limit your response to two pages.

#### 6.1.9 Attachments

This section must include the following completed documents (see Section 11):

- Affidavit of Noncollusion
- Affirmative Action Data Page
- Conflicts of Interest (if applicable, see Section 9.8) If not applicable, so state
- Certification Regarding Lobbying
- Location of Service Disclosure and Certification

Failure to include the required attachments will be an indication of non-compliance and the proposal will not be further evaluated.

## 6.2 Cost Proposal

(Separate sealed envelope, clearly marked as indicated below)

Do NOT package any non-cost proposal materials in the Cost Proposal package. The Department will not open a sealed Cost Proposal package for any reason during the Technical Proposal review process.

#### 6.2.1 Cover Sheet

The first page of the Cost Proposal must be a Cover Sheet. The Cover Sheet must indicate the **TOTAL** amount of the proposal for

the overall contract without any cost breakdowns. The Cover Sheet must state:

"The [name of company submitting the proposal] proposes to conduct the work for \$\_\_\_\_\_." (four-year proposal)

The resulting contract will be a Cost Reimbursement contract based on the Cost Proposal submitted and actual expenses documented for payment.

#### 6.2.2 Cost/Price Proposal

The Cost Proposal must contain a detailed line-item budget for completion of the work outlined in the Technical Proposal using the spreadsheet provided by MDE (See Attachment 11.2).

#### 6.2.3 Review of Cost Proposal

Minnesota uses the "Best Value" approach to select a vendor.

## **7.0 EVALUATION CRITERIA**

All proposals received by the deadline will be evaluated on best value (as defined in Minn. Stat. section 16C.06, subd. 6) by representatives of the Department of Education. This evaluation will be a single-stage process, with the possibility of a second stage, if needed.

### **7.1 Disclosure**

The following individuals will review and evaluate all contents of all proposals:

Ms. Cheryl Alcaya, Acting Supervisor – Research & Assessment  
No previous testing company employment

Dr. Margaret Biggerstaff, Supervisor – Research & Assessment  
No previous testing company employment

Mr. Eric Kloos, Supervisor – Special Education Policy  
No previous testing company employment

Dr. Nancy Larson, Supervisor – Special Education Policy  
No previous testing company employment

Dr. Dirk Mattson, Director – Research & Assessment  
No previous testing company employment

Ms. Linda Sams, Manager – Research & Assessment  
Previous work history: Data Recognition Corporation

Ms. Donna Tabat, Alternate Assessment Specialist  
Previous work history: Data Recognition Corporation, National  
Evaluation Systems

MDE National Technical Advisory Committee Member  
(To be determined)

MDE reserves the right to have other staff or outside evaluators read the proposals and provide feedback to the department.

Any protests of this scoring plan, reviewers, or any other aspect of this RFP must be filed in writing to Deputy Commissioner Chas Anderson no later than 3:00 p.m. Central Daylight Time on the day questions must be submitted according to the table of Significant Dates for Responders. Submission of a proposal indicates agreement by the responder to the terms and process as detailed in this RFP.

## **7.2 Evaluation Procedure**

### **First Stage**

Proposals will be evaluated according to the point system on the rating form included in Attachment 11.3. Each evaluator will separately evaluate all proposals in their entirety.

Each evaluator will separately evaluate each proposal and the points awarded will be entered into a spreadsheet. The reviewers will meet to review the proposals and verify their evaluations of the technical proposal have been correctly entered in the spreadsheet. The cost proposals will then be opened: points will be assigned for each responder according to a predetermined formula as described below.

The lowest priced proposal will receive 60 points for Project Cost (30% of total evaluation points).

The low cost response to the cost proposal receives the maximum points allocated. The higher cost responses receive points using the following formula:

$$\frac{\text{Low Cost Response Amount}}{\text{Higher Cost Response Amount}} \times \text{Maximum Price Points (60)}$$

First consideration will be given to the responder with the highest points.

The other proposals will then receive points for Project Cost in proportion to the ratio of the cost of the lowest-priced proposal to the cost of the other

proposal. The resulting costing points will be added into the spreadsheet with the technical points, verified, and total scores will be computed.

The state reserves the right to waive any non-material deviations from the requirements and procedures of this RFP.

### **Second Stage (if necessary)**

MDE reserves the right to ask the responders to attend a two-hour interview. In this case, questions with assigned points will be provided to the interviewees prior to the meeting. The same evaluators will rate the answers to the interview questions, which will then be added to the point totals.

The finalists may be requested to provide additional information before a contract negotiating candidate is chosen. Recent past performance of the finalists in connection with contracts in Minnesota or other states may be considered by the Department during this stage. Any or all of the finalists may be chosen for final contract negotiations, and any or all proposals may be rejected at any stage of the evaluation if it is determined to be in the best interests of the State.

## **7.3 Contract Negotiations**

Knowing that time is of the essence for the success of the assessment system, the evaluation and selection will be completed by the date and time given in the Table of Significant Dates for Responders. All responders will be notified of results. Negotiations will commence immediately with the top scorer. If satisfactory negotiations cannot be concluded in a timeframe not to exceed two weeks, negotiations will commence with the next highest scorer.

## **8.0 PROPOSAL CERTIFICATION**

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

## **9.0 GENERAL REQUIREMENTS**

### **9.1 Affidavit of Noncollusion**

Each responder must complete the attached Affidavit of Noncollusion and include it with the response.

## **9.2 Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

## **9.3 Proposal Contents**

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

## **9.4 Disposition of Responses**

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

## **9.5 Contingency Fees Prohibited**

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

## **9.6 Sample Contract**

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

## **9.7 Reimbursements**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

## **9.8 Organizational Conflicts of Interest**

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

## **9.9 Human Rights Requirements**

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Affirmative Action Certification page and return it with the response. As required by Minn. R. 5000.3600, “It is hereby agreed between the parties that Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are available upon request from the contracting agency.”

## **9.10 Certification Regarding Lobbying**

Inasmuch as federal money will be used or may potentially be used to pay for all or part of the work under the contract, the Proposer must complete the attached Certification Regarding Lobbying and submit it as part of its proposal.

## **9.11 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions**

Inasmuch as federal money will be used or may potentially be used to pay for all or part of the work under the contract, the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

- By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 9.12 Insurance Requirements

A. Contractor shall not begin work under the contract until is has obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum amounts are as follows:

\$100,000 – Bodily Injury by Disease per employee  
\$500,000 – Bodily Injury by Disease aggregate  
\$100,000 – Bodily Injury by Accident

If Minnesota Statute exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum amounts are as follows:

\$1,000,000 – per occurrence  
\$2,000,000 – annual aggregate  
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverage shall be included:

Premises and Operations Bodily Injury and Property Damage  
Personal and Advertising Injury  
Blanket Contractual Liability  
Products and Completed Operations Liability

Other; please list \_\_\_\_\_  
State of Minnesota named as an Additional Insured

Commercial Automobile Liability: Contractor is required to maintain insurance protecting the contractor from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:

\$1,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile  
State of Minnesota named as an Additional Insured

Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance

Contractor is required to carry the following minimum amounts:

\$1,000,000 – per claim or event  
\$1,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$10,000 without the written approval of the State.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract.

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract, and include an extended reporting period provision of a minimum of five (5) years if commercially available, otherwise a minimum of three (3) years, following completion of the work.

Additional Insurance Conditions:

Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of this contract;

Contractor's policy(ies) will provide the State of Minnesota with thirty (30) days advance notice of cancellation, nonrenewal, or reduction in limits of coverage or other material change;

Contractor is responsible for payment of Contract related insurance premiums and deductibles;

If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

Include legal defense fees in addition to its liability policy limits, with the exception of B.4 above; and

Obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

The State will reserve the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

The successful responder is required to submit acceptable evidence of insurance coverage requirements prior to beginning work under the contract.

## 10.0 SIGNIFICANT DATES FOR RESPONDERS

The following table includes all the significant dates related to the submission of the RFP.

<b>Event</b>	<b>Date</b>	<b>Central Daylight Time</b>
RFP published in State Register	September 11, 2006	
Submission of questions	September 18, 2006	3:00 p.m.
Answers to Questions e-mailed	September 22, 2006	
Submission of proposals	October 4, 2006	3:00 p.m.
Completion of evaluations	October 11, 2006	
Expected awarding of contract	October 12, 2007	
Contract completed	November 14, 2006	
Contract must be fully executed in time for work to begin as scheduled below		
Expected date for work to start	November 15, 2006	

## **11.0 ATTACHMENTS**

**11.1 Baseline Scope of Work**

**11.2 Cost/Price Proposal**

**11.3 Evaluation Sheet for MTAS Proposals**

**11.4 Documents Available on the MDE Web Site**

**11.5 Stepwise Process to Access Grade Level Content Standards and Curriculum**

**11.6 Vendor Guide to Advisory Panels**

**11.7 Affidavit of Noncollusion**

**11.8 Affirmative Action Certification**

**11.9 Certification Regarding Lobbying**

**11.10 Location of Service Disclosure and Certification**

**11.11 Sample Contract**