

STATE OF ILLINOIS

REQUEST FOR PROPOSAL

Illinois State Board of Education
Illinois Assessment of Readiness ELA/L and Math Content
23-586SBE-CHFED0B-31690

The Illinois State Board of Education (ISBE, Agency, or “State”) requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an Offer.

Brief Description:

ISBE is issuing this Request for Proposal (RFP) for English Language Arts/Literacy (ELA/L) and Mathematics content for its Federal accountability assessment, the Illinois Assessment of Readiness (IAR) for Grades 3-8. The IAR is administered annually to approximately 800,000 students statewide. The selected Offeror will provide:

- 1) Content, meaning test items and any associated texts, graphics, audio, video, or other technology-enhanced elements, aligned to Illinois Learning Standards (ILS) and Agency development specifications;
- 2) Secure authoring, hosting, and management of both existing Illinois-owned items and Offeror-provided items (maximum of 40 percent leased; minimum of 60 percent new development);
- 3) Creation and transfer of forms (both non-accommodated and accommodated) to an existing Test Administration Vendor, subject to the direction of ISBE in accordance with applicable State and Federal laws, rules, and regulations;
- 4) Psychometric services necessary to ensure the validity, reliability, and comparability of all items and test forms; and
- 5) Project management support to ensure the successful provision of all services and products solicited in this procurement.

All items must be aligned to the ILS and conform to Illinois item specifications, including those necessary for accessibility and accommodation, as well as Illinois-specific requirements for bias and sensitivity. All content developed under this Contract will be the sole property of Illinois. Illinois currently uses a fixed form test. The Offeror and project-assigned staff must possess a minimum of three years of experience supporting content and forms creation for a State Agency’s Federally mandated accountability assessment.

The resulting Contract with the awarded Offeror shall have an initial term of July 1, 2023, or upon execution, whichever is later, through June 30, 2025. In no event will the total term of the Contract, including the initial term, any renewal terms, and any extensions exceed 10 years. 30 ILCS 500/20-60. Subject to the maximum total term limitation, ISBE has the option to renew for the following terms One Five-year renewal option.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective Vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

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Please read the entire solicitation package and submit an Offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer. Do not submit the instruction pages with Offers.

Vendor Disclosure (formerly named Forms A), IPG Active Registered Vendor Disclosure (formerly named Forms B), and Business Enterprise Program/Veterans Small Business Program Utilization Plan may be downloaded from the Chief Procurement Officer for General Service's website at <https://cpo-general.illinois.gov/solicitation-and-contract-templates.html>. These sections are a material part of this solicitation and must be returned when applicable with a Offeror's Offer.

Offers that do not adhere to the form and content of the Request for Proposal requirements may not be considered.

NIGP Codes: 924-05, 924-18, 924-20

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective Vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

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The following sections (Vendor Disclosure (formerly named Forms A), IPG Active Registered Vendor Disclosure (formerly named Forms B), and Business Enterprise Program/Veterans Small Business Program Utilization Plan) of the solicitation may be found on the CPO's website at:

<https://cpo-general.illinois.gov/solicitation-and-contract-templates.html>

Vendor Disclosure (formerly named FORMS A)

Complete this section if you are not using a State of Illinois Vendor Registration Number which represents registration in the Illinois Procurement Gateway (IPG).

| | |
|--|----|
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IPG Active Registered Vendor Disclosure (formerly named FORMS B)

Complete this section if you are using an active State of Illinois Vendor Registration Number.

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you are not registered in the IPG.

Illinois Procurement Gateway Registration # and expiration date.....1.

Certification Timely to this Solicitation or Contract2.

Disclosure of Lobbyist or Agent3.

Disclosure of Current and Pending Contracts4.

*Download from the CPO’s website and complete these documents if this RFP contains a
Business Enterprise Program (BEP) goal.*

BEP Utilization Plan

*Download from the CPO’s website and complete these documents if this RFP contains a
Veteran Small Business Program (VBP) goal.*

Veteran Small Business Utilization Plan

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SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS

Only Electronic Submissions through BidBuy of Bids and Offers will be Accepted

Pursuant to CPO Notice 2020.06, State agencies shall only accept electronic submissions for competitive solicitations (Invitation for Bid (IFB) and Request for Proposal (RFP)) through BidBuy. Manual submissions in paper format or on electronic medium, for example USB drives or digital video discs (DVD), shall not be accepted nor considered.

These instructions and information regarding electronic submission supersedes any instructions and information in this document that may be contradictory. Bidders and Offerors are required to submit their response to the State's solicitation through BidBuy. Any information sent to the State outside of BidBuy, for example by US Mail, FedEx, UPS, e-mail, or hand delivery, will neither be accepted nor considered. Vendor submissions will only be considered if they are received through BidBuy and on or before the time and date indicated in the Bid Opening section within the solicitation. Any required attachments must be submitted via BidBuy.

Price entries on the items tab will be locked automatically upon submission of the Offer. If the agency requires pricing to be submitted in an attachment, Vendor shall upload pricing under the "Required Documents" section on the attachments tab and check the box "Does the Attachment contain any pricing, cost or discount information?". Failure to check this box allows your pricing to be viewed when bids are opened and may result in disqualification of your Offer.

Documents shall be submitted in an electronic format that can be accessed and read using Microsoft Office or Adobe Reader. Corrupted files shall not be considered. It is the responsibility of the Vendor to ensure that files are accessible and legible after uploading.

The Vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance from the State is required, places the Vendor and their bid, Offer or response at risk of not being accepted.

It is recommended that you access your BidBuy account prior to the solicitation due date and time to make sure that your company's information is up-to-date and your password is current. Files may be uploaded at any time prior to submission.

File size may impact the uploading and downloading speed and may lead to browser time-outs resulting in failed upload/download attempts. Please consider this dependency when attaching very large documents.

The State encourages Vendors to make sure that their BidBuy account is up-to-date.

A.1. PROCESS CHANGES RESULTING FROM BIDBUY: BidBuy is the new electronic procurement system being used by State agencies under the jurisdiction of the Chief Procurement Officer for General Services. With the

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implementation of BidBuy, some procurement processes have changed. In some instances, BidBuy entirely replaces the State's previous procurement processes. In others, the past instruction or process remains unchanged or is augmented by BidBuy.

The State publishes Requests for Proposal (RFP) in BidBuy. BidBuy consists of public webpages that may be referred to as the "Bulletin" or information "on BidBuy." BidBuy also permits Vendors to create password protected Seller Accounts allowing electronic quoting for some procurement methods. The RFP, along with other attachments and information on BidBuy, constitutes the State's solicitation. The State does not accept electronic Offers in response to RFPs through BidBuy. Offerors must continue to submit Offers in paper format and in accord with the instructions for submission. Offerors must pay special attention to the instructions found on BidBuy as they augment the information in this RFP. Offerors shall read the entire contents of this RFP and direct any questions to the Information Contact found on the BidBuy posting.

- A.2. CONFLICT BETWEEN INFORMATION IN PAPER FORMAT AND ON BIDBUY:** If the State provides information in paper format (i.e. the RFP and other attachments) that is different or in conflict with the information the State provides on BidBuy, then the information in paper format is presumed to represent the State's intent. If the Offeror provides information in paper format that is different or in conflict with the information the Offeror provides in BidBuy through their Seller Account, then the information in paper format shall represent the Offeror's intended submission.
- A.3. HOW TO ENTER INFORMATION:** Type information in the red text form fields provided. If the information requested does not apply to the Offeror's situation, then enter "N/A" into the text form field. Please enter the requested information or N/A into every text form field.
- A.4. PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including solicitations, awards, and amendments, on the General Services Illinois Procurement Bulletin, referred to as the Bulletin or BidBuy (<https://www.bidbuy.illinois.gov/bsa/>). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional email notice of future amendments to the solicitation.
- A.5. INFORMATION CONTACT:** The individual listed in the "Info Contact:" on the Bulletin posting shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Information Contact. The State/Agency shall not be held responsible for information provided by or to any other person.

Suspected errors should be immediately reported to the Information Contact. Do not discuss, directly or indirectly, the solicitation or any Offer with any State officer or employee other than the Information Contact.

- A.6. OFFEROR QUESTIONS AND AGENCY RESPONSE:** All questions, other than questions raised at the Pre-Submission Conference, pertaining to this solicitation must be submitted in writing to the Information Contact no later than April 4, 2023. Questions received and Agency responses may be posted as an Amendment to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

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A.7. PRE-SUBMISSION CONFERENCE

In the Bulletin posting, the Agency may schedule a Pre-Submission Conference as the “Pre-Bid Conference.”

Is attendance at the Pre-Submission Conference mandatory? ☐ Yes ☒ No

If attendance is mandatory, Offeror (current Vendor included) will be disqualified and considered non-responsive if Offeror does not attend, is not on time, leaves early or fails to sign the attendance sheet. Offeror must allow adequate time to accommodate security screenings at the site.

Pre-Submission Conference: April 4, 2023 at 10:00 CST

Link to Webinar: <https://register.gotowebinar.com/register/4042570433705190236>

A.8. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS: Each solicitation contains the Offer Due Date and Time appearing as the “Bid Opening Date:” on the Bulletin posting. Offers will be opened at the Submit/Deliver Offers To address provided below on the “Bid Opening Date:”

A.8.1. Offer Firm Time: The Offer must remain firm for 180 days from opening.

A.8.2. Submit/Deliver Offers To: Label (outside of envelopes/containers):

| | |
|---|---|
| Agency: Illinois State Board of Education | “Sealed Offer – Do Not Open” |
| Attn: Jason Perry | Project Title & BidBuy Bid #: Illinois Assessment of Readiness ELA/L and Math Content |
| Address: 100 North 1 st Street | Due Date & Time: April 21, 2023 at 2:00 pm CST |
| City, State ZIP: Springfield, IL 62704 | <i>Offeror Name</i> |
| | <i>Offeror City, State ZIP</i> |

A.9. ORGANIZATION REQUIRED: Offers may be submitted in as few as four and as many as seven packets. Please follow these instructions carefully. Separately seal and label each packet.

A.9.1. Packet 1 shall contain the Offeror’s response to the Specifications/Qualifications/Statement of Work provided in Section 1, Part D.

A.9.2. Packet 2 shall contain Offeror’s Pricing provided in Section 2, Part E.

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A.9.3. Packet 3 shall contain the Offeror's Offer found in Section 1, Part C, and applicable forms found in Section 3, Parts F through J.

A.9.3.1. Exceptions must be provided on Agency's Exceptions to Solicitation and Contract Terms and Conditions form (Section 3, Part G) or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Offer.

Additional Offeror Provisions may be stated on this form and should not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an Offeror's position; for example, an Offeror's licensing agreement.

A.9.3.2. The Agency may state additional terms and conditions to contracting in the State Supplemental Provisions (Section 3, Part H).

A.9.4. Packet 4 shall contain either Vendor Disclosure (formerly named Forms A) or IPG Active Registered Vendor Disclosure (formerly named Forms B). Vendor Disclosure contains eight forms and shall be returned by Offerors that do not have an active registration in the Illinois Procurement Gateway (IPG).

IPG Active Registered Vendor Disclosure consists of two pages and a one-page Taxpayer Identification Number. IPG Active Registered Vendor Disclosure is only returned by Offerors that have a valid IPG registration number with expiration date and elect to not use the forms found in Vendor Disclosure.

A.9.5. Packet 5 shall contain a redacted copy of the Offer.

A.9.5.1. Offeror should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See F.9. in Standard Terms and Conditions, Section 3, Part F.

A.9.6. Packet 6 shall contain a response to the Minorities, Women, and Persons with Disabilities participation requirements. Packet 6 is only returned if a Business Enterprise Program goal is stated in the Bulletin posting.

A.9.7. Packet 7 shall contain a response to the Veteran Small Business (VSB) participation requirements. Packet 7 is only returned if a VSB goal is stated in the Bulletin posting.

A.10. SUBMISSION OF OFFERS: The Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the BidBuy reference number, the packet number, the Offeror's name and the wording: **"Sealed Offer – Do Not Open."** The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. Do not put the entire Offer on a single CD or USB flash drive. Pricing must always be on a separate CD or USB flash drive unless otherwise instructed.

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| Subject Matter | # of Originals | # of Hard Copies | # of CDs or USB flash drives |
|---|----------------|------------------|------------------------------|
| SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1 | N/A | N/A | N/A |
| PRICING – PACKET 2 | N/A | N/A | N/A |
| SECTION 1 Part C (OFFER) and applicable forms in SECTION 3 – PACKET 3 | N/A | N/A | N/A |
| Vendor Disclosure (formerly named FORMS A) or IPG Active Registered Vendor Disclosure (formerly named FORMS B) – PACKET 4 | N/A | N/A | N/A |
| REDACTED OFFER – PACKET 5 | N/A | N/A | N/A |
| MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 6 | N/A | N/A | N/A |
| VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 7 | N/A | N/A | N/A |

A.11. SECURITY: Performance Bond: \$N/A If a performance bond is required, Offeror must submit the Performance Bond to the Information Contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

A.12. SMALL BUSINESS SET-ASIDE: In the Bulletin posting, if “Yes” is shown to the question “Is this subject to Small Business Set-Aside?”, then Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due in order for the Offer to be evaluated. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, please visit the CPO’s website at

<https://cpo-general.illinois.gov/sell-2-illinois.html>.

A.13. MINORITY CONTRACTOR INITIATIVE: The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a Contract of \$1,000 or more under Sections 20-10, 20-15, 20-25, or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to

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the Vendor under the Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

- A.14. PROCUREMENT OF DOMESTIC PRODUCTS:** It is the policy of the State of Illinois to use State procurements to maximize the use of goods, products, and materials produced in Illinois. 30 ILCS 517. If this procurement is for a product alone and does not include a service, then preference shall be given to a product manufactured in the United States.

A Vendor must affirmatively declare at the time they submit their bid or Offer that the product being proposed to the State is manufactured in the United States. The purchasing agency may request documentation verifying the product's manufacturing origin. The purchasing agency shall purchase the product manufactured in the United States unless the agency determines that any of the following applies: (1) the procured product is not manufactured in the United States in reasonably available quantities, or (2) the price of the procured product manufactured in the United States exceeds the price of available and comparable procured products manufactured outside of the United States by 12 percent or more, or (3) the quality of the procured product manufactured in the United States is substantially less than the quality of the comparably priced, available, and comparable procured products manufactured outside of the United States, or (4) the purchase of the procured products manufactured outside of the United States better serves the public interest by helping to protect or save life, property, or the environment, or (5) the purchase of the procured product is made in conjunction with Contracts or offerings of telecommunications, fire suppression, security systems, communications services, internet services, or information services, or (6) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the Federal Food, Drug and Cosmetic Act.

- A.15. FEDERAL FUNDS:** The resulting Contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are Federally funded and the dollar amount of such Federal funds will be disclosed.

- A.16. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

- A.17. GOVERNING LAW AND FORUM:** Illinois law and rules govern this solicitation and any resulting Contract. Offeror must bring any action relating to this solicitation or any resulting Contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS." Offeror may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADM. CODE PARTS 1) are applicable to this solicitation and may be respectively viewed at <http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7> and <http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>.

- A.18. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of

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Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submission of Offers in Section A.10.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees that the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third Party.

- A.19. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a Contract. Posting a Vendor's name in a Bulletin notice does not entitle the Vendor to a Contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work undertaken prior to the date all Parties execute the Contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).
- A.20. AWARD:** The State is not obligated to award a Contract pursuant to this solicitation. If the State issues an award, the award will be made to the responsive and responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Illinois Administrative Code. However, if the State does not consider the price to be fair and reasonable and negotiations fail to meet an acceptable price, then the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the Bulletin identifying the apparent most responsive and responsible Offeror.

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- A.21. REFERENCES:** ☐ Yes ☒ No. If “Yes” is marked, Offeror must provide references from established private firms or government agencies other than the procuring Agency, who can attest to Offeror’s experience and ability to perform the Contract that is the subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using the References form found in Section 3, Part J.

Type of References: N/A

Number of Each Reference Type: N/A

- A.22. INVOICING ADDRESS:** The awarded Vendor shall invoice at the completion of the Contract unless invoicing is tied in the Contract to milestones, deliverables, or other invoicing requirements agreed to in the Contract. The Bulletin posting contains the “Bill-to Address:” where invoices should be sent.

Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency’s Illinois tax exemption number and Federal tax exemption information.

- A.23. PROTEST REVIEW OFFICE:** Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 1.5550. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than 14 days after the protesting Party knows or should have known of the facts giving rise to the protest. The Protest Review Office’s information is as follows:

Chief Procurement Office
Attn: Protest Review Office
401 S. Spring Street
Suite 515 Stratton Office Building
Springfield, IL 62706

Email: eec.legalstaff@illinois.gov

Facsimile: 217-558-1399
Illinois Relay: 800-526-0844

- A.24. EVALUATION PROCESS:** The State determines how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for price evaluation and award.

The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

- A.24.1. RESPONSIVENESS:** A Responsive Offeror is one who submits an Offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms.

- A.24.1.1. Subcontractor Disclosure:** If the Offer includes any subcontractors, then Offeror shall complete the Subcontractor Disclosure form found in Section 3, Part I.

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- A.24.1.2. References: If references are required, then Offeror shall complete and return the References form in Section 3, Part J.
- A.24.1.3. If completing IPG Active Registered Vendor Disclosure (formerly named Forms B), then Responsiveness may include and may not be limited to:
- Active Illinois Procurement Gateway registration # with expiration date
 - Disclosure of lobbyists for Offeror and parent entity(ies)
 - Disclosure of pending and current Contracts
 - Certifications timely to this solicitation
- A.24.1.4. If completing Vendor Disclosure (formerly named Forms A), required forms may include and may not be limited to:
- Business and Directory Information: Offeror should complete and return the Business and Directory Information form in Vendor Disclosure, Part 1.
 - Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contracts Number form in Vendor Disclosure, Part 2.
 - Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting a bid and authorized to transact business or conduct affairs in Illinois prior to execution of the Contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Vendor Disclosure, Part 3.
 - Standard Illinois Certifications: Offeror shall complete and return the Standard Illinois Certifications form in Vendor Disclosure, Part 4.
 - State Board of Elections Registration: Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Vendor Disclosure, Part 5.
 - Disclosure of Business Operations with Iran: Offeror should complete and return the Disclosure of Business Operations with Iran form in Vendor Disclosure, Part 6.
 - Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Vendor Disclosure, Part 7.

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- Taxpayer Identification Number: Offeror should complete and return the Taxpayer Identification form in Vendor Disclosure, Part 8.

A.24.1.5. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.

A.24.1.6. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof that the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.24.1.7. The State will determine whether the Offer complied with the instructions for submitting Offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

A.24.2. **RESPONSIBILITY:** A "responsible" Offeror is one who has the capability in all respects to perform fully the Contract Requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Offeror is a responsible Offeror; an Offeror with whom the State can or should do business. For example, the State may consider the following:

A.24.2.1. A "prohibited" bidder includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a Request for Proposal, or request of information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State Contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a Contract for that procurement need.

Nothing herein is intended to prohibit a Vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or Offer or entering into a Contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by an

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employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

A.24.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Offeror's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.24.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the Contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the Vendor lacks the financial resources to perform under the Contract.

A.24.2.4. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.

A.24.3. **PRICE:** The State identifies the lowest-priced Offer that meets the Responsibility and Responsiveness requirements.

A.25. BUSINESS ENTERPRISE FOR MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES ACT PARTICIPATION AND UTILIZATION PLAN: The Bulletin posting indicates whether this solicitation contains a goal to include businesses owned and controlled by minorities, women, and persons with disabilities. If this solicitation is for non-construction supplies or services and contains a goal, then failure to submit a Utilization Plan shall render the Offer non-responsive. 30 ILCS 575/4(f). All questions regarding the subcontracting goal must be directed to the Agency Business Enterprise Program (BEP) Liaison prior to submission of proposals.

BEP Liaison: Jason Perry

Phone Number: 217-785-8777

Email Address: jperry@isbe.net

Businesses included in Utilization Plans as meeting BEP requirements as prime Vendors or subcontractors must be certified as BEP Vendors prior to the Bid Opening Date. Go to <https://cei.illinois.gov/> for complete requirements for BEP certification. Go to <https://ceibep.diversitysoftware.com/> to search for certified BEP Vendors.

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- A.26. VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN:** The Bulletin posting indicates whether this solicitation contains a goal to include businesses owned and controlled by military veterans. If this solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency Veteran Small Business Liaison prior to submission of proposals.

Veteran Small Business Liaison: Jason Perry

Phone Number: 217-785-8777

Email Address: jperry@isbe.net

Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime Vendors or subcontractors must be certified as VOSB or SDVOSB Vendors prior to Bid opening date. Go to

<https://cei.illinois.gov/veterans-business-program.html> for complete requirements for VOSB or SDVOSB certification. Go to <https://ceibep.diversitysoftware.com/> to search for certified VOSB and SDVOSB Vendors.

- A.27. BIDBUY TERMINOLOGY AND GUIDANCE:** BidBuy is an online e-procurement system. There may be some difference between the procurement terminology used in this solicitation and the terms used in BidBuy. Please learn more about BidBuy by accessing the online resources found here:

<https://www2.illinois.gov/cpo/PathwayToProcurement/Pages/Guides-and-Manuals.aspx>.

-END OF INSTRUCTIONS-

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SELECTION OF VENDOR

B. SELECTION OF VENDOR

- B.1.** The State may award to the most responsive and responsible Offeror whose Offer best meets the below criteria.
- B.2.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for price evaluation and award.
- B.3.** If the State does not consider the price to be fair and reasonable and negotiations fail to meet an acceptable price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
- B.4.** The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.

B.4.1. The total number of points for Responsiveness is 240.

B.4.2. RESPONSIVENESS ELEMENTS

B.4.2.1. COMMITMENT TO DIVERSITY (POINTS 40)

Section 30 ILCS 500/20-15 and Section 30 ILCS 500/35-30 of the Illinois Procurement Code require Offerors to show a demonstrated commitment to diversity.

- B.4.2.1.1. The commitment to diversity points are equivalent to 20 percent of the technical points (40 points).
- B.4.2.1.2. Offerors should provide evidence supporting their commitment to diversity using the Commitment to Diversity form found in __Section J____.
- B.4.2.1.3. Commitment to Diversity Categories:
Category I --Whether or how well the Offeror meets this solicitation's goal of contracting or subcontracting with businesses owned by women, minorities, or persons with disabilities.
- Category II -- Whether the Offeror has a written supplier diversity program, including, but not limited to, use of diverse Vendors in the supply chain.
- Category III -- Whether the Offeror has a written training or mentoring program for businesses owned by women, minorities, or persons with disabilities.

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SELECTION OF VENDOR

B.4.2.2. **MANDATORY CAPACITY AND EXPERIENCE (PASS/FAIL)**

All Offerors must provide evidence of their capacity and experience to do the following. These items are unscored; however, **Offerors whose evidence does not meet the mandatory description will be considered non-responsive.** An example of evidence that fulfills each requirement is provided in Section D.1.22. along with a more detailed description of the requirement. **Please use Appendix A – Mandatory Requirements Response Table to organize and present your evidence.**

| Table 1. Mandatory Capacity and Experience | |
|--|------------------|
| D.1.2.1. Commitment and capacity to follow applicable guidance and produce required portions of peer-review documentation. | Pass/Fail |
| D.1.2.2. Capacity to develop items fully-aligned to the Illinois Learning Standards and adhere to specifications and standards provided by ISBE. | Pass/Fail |
| D.1.2.3. Capacity and expertise to produce required items and forms that are compliant with Question & Interoperability (QTI)/Accessible Portable Item Protocol (APIP). | Pass/Fail |
| D.1.2.4. Systems that support secure storage of all item types and metadata, including any existing and/or new technology-enhanced items, with permissioned State access at all stages of the development and review process. | Pass/Fail |
| D.1.2.5. Staffing capacity and expertise to produce all required items and forms. | Pass/Fail |
| D.1.2.6. Capacity and expertise to ensure that the permissions for all final approved test forms are secured prior to hand off to the Test Administration Vendor. | Pass/Fail |
| D.1.2.7. Systems that are QTI capable at the core level, plus with QTI elevated accessibility, with the Offeror holding or actively working toward certification for QTI versions 2.2 and/or 3.0. and capable of supporting new QTI standards within 12 months. | Pass/Fail |
| D.1.2.8. Capacity and expertise to complete all psychometric work associated with the construction of a statewide peer-reviewed assessment program, including retention of related data in an item authoring and management system fully capable of transferring data upon request to another system. | Pass/Fail |

B.4.2.3. **TECHNICAL RESPONSIVENESS (200 POINTS)**

Offerors must score a minimum of **80 percent (160 points)** of the Technical Responsiveness points summarized in the table below and further defined in Sections D.2 and D.4 in order to move to pricing:

| Table 2. Technical Section | Responsiveness Points |
|--|------------------------------|
| D.2.1. Content Aligned to Illinois Learning Standards | 56 |
| D.2.2. Development and Management of the Item Bank | 24 |
| D.2.3. Creation of Forms Both Non-Accommodated and Accommodated | 24 |
| D.2.4. Educator Review of Items and Forms | 8 |
| D.2.5. Transfer of Content and Forms | 24 |
| D.2.6. Psychometric Services | 21 |
| D.2.7. Project Management Support | 24 |
| D.4.1. Evidence of Staff Capacity and Experience | 19 |
| TOTAL | 200 |

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- B.5.** The total number of points for Price is 60. The State will determine Price points using the following formula:

$$\text{Maximum Price Points} \times (\text{Lowest Price} / \text{Offeror's Price}) = \text{Total Price Points}$$

- B.6.** The maximum number of points is 300 (Responsiveness 200 + Commitment to Diversity 40 + Price 60).

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C. Project Title / BidBuy Reference # SBE: Illinois Assessment of Readiness Item Content/ 23-586SBE-CHFED-B-31690.

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Offeror should use this form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

C.1. SOLICITATION AND CONTRACT REVIEW: Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

☐ Yes ☐ No

C.2. ADDENDA: Offeror acknowledges receipt of any and all addenda to the solicitation and has taken those into account in making this Offer.

☐ Yes ☐ No ☐ N/A

C.3. PRE-SUBMISSION CONFERENCE: If attendance was mandatory, Offeror attended the Pre-Submission Conference.

☐ Yes ☐ No ☐ N/A

C.4. OFFER SUBMISSION: Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

☐ Yes ☐ No

C.5. VENDOR DISCLOSURE (formerly named FORMS A) or IPG ACTIVE REGISTERED VENDOR DISCLOSURE (formerly named FORMS B): Offeror is properly submitting either Vendor Disclosure or IPG Active Registered Vendor Disclosure, but not both.

☐ Yes ☐ No

C.6. BOND: If applicable, Offeror is submitting its Bid Bond or Performance Bond.

☐ Yes ☐ No ☐ N/A

C.7. SMALL BUSINESS SET-ASIDE: Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

☐ Yes ☐ No ☐ N/A

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C.8. PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

☐ Yes ☐ No

- | | | |
|-------|--|---|
| C.8.1 | Offeror's Proposed Solution to Meet the State's Requirements | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.2 | Milestones and Deliverables | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.3 | Offeror/Staff Specifications | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.4 | Transportation and Delivery Terms | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.8.5 | Where Services Are to Be Performed | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

C.9. PACKET 2 – PRICING

☐ Yes ☐ No

C.10. PACKET 3 – OFFER

☐ Yes ☐ No

- | | | |
|--------|--|---|
| C.10.1 | Offer | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.10.2 | Exceptions to Solicitation Contract Terms and Conditions | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.10.3 | Supplemental Provisions | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.10.4 | Subcontractor Disclosures | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.10.5 | References | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

C.11. PACKET 4 – VENDOR DISCLOSURE (formerly named FORMS A)

☐ Yes ☐ No

- | | | |
|--------|---|--|
| C.11.1 | Business and Directory Information | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.2 | Illinois Department of Human Rights Public Contracts Number | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.3 | Standard Illinois Certifications | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.4 | Disclosure of Business Operations in Iran | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.5 | Financial Disclosures and Conflicts of Interest | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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C.11.6 Taxpayer Identification Number ☐ Yes ☐ No

C.12. PACKET 4 – IPG ACTIVE REGISTERED VENDOR DISCLOSURE (formerly named FORMS B)

☐ Yes ☐ No

C.12.1 Illinois Procurement Gateway Registration # with expiration date ☐ Yes ☐ No

C.12.2 Certifications Timely to this Solicitation ☐ Yes ☐ No

C.12.3 Disclosures of Lobbyists and Pending Contracts ☐ Yes ☐ No

C.13. PACKET 5 – REDACTED OFFER

☐ Yes ☐ No

C.14. PACKET 6 – BEP UTILIZATION PLAN

C.14.1 Does this solicitation contain a BEP goal? ☐ Yes ☐ No

C.14.2 Minorities, Women, Persons with Disabilities Participation and Utilization Plan ☐ Yes ☐ No ☐ N/A

C.15. PACKET 7 – VSB UTILIZATION PLAN

C.15.1 Does this solicitation contain a VSB goal? ☐ Yes ☐ No

C.15.2 Veteran Small Business Participation and Utilization Plan ☐ Yes ☐ No ☐ N/A

C.16. PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Offeror make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this Section and a description of why the preference applies. Agency reserves the right to determine whether the preference indicated applies to Offeror.

☐ Resident Bidder (30 ILCS 500/45-10).

☐ Soybean Oil-Based Ink (30 ILCS 500/45-15).

☐ Recycled Materials (30 ILCS 500/45-20).

☐ Recycled Paper (30 ILCS 500/45-25).

☐ Environmentally Preferable Supplies (30 ILCS 500/45-26).

☐ Correctional Industries (30 ILCS 500/45-30).

☐ Not-for-Profit Agencies for Persons with Significant Disabilities (30 ILCS 500/45-35).

☐ Gas Mileage (30 ILCS 500/45-40).

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- ☐ Small Businesses (30 ILCS 500/45-45).
- ☐ Illinois Agricultural Products (30 ILCS 500/45-50).
- ☐ Corn-Based Plastics (30 ILCS 500/45-55).
- ☐ Disabled Veterans (30 ILCS 500/45-57).
- ☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6).
- ☐ Biobased Products (30 ILCS 500/45-75).
- ☐ Historic Preference Area (30 ILCS 500/45-80).
- ☐ Procurement of Domestic Products (30 ILCS 517).
 - ☐ Proposed product is manufactured in Illinois (30 ILCS 517).
- ☐ Public Purchases in Other States (30 ILCS 520).
- ☐ Illinois Mined Coal (30 ILCS 555).
- ☐ Steel Products Procurement (30 ILCS 565).
- ☐ Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).
- ☐ Veterans Preference (330 ILCS 55).

Items that Qualify and Explanation: [Click here to enter text.](#)

Signature of Authorized Representative: _____

Printed Name of Signatory: [Click here to enter text.](#)

Offeror's Name: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

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SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

- D.1. GOAL:** ISBE seeks an Offeror to provide all content and forms, including secure hosting and management of existing Illinois-owned items, new and extant content aligned to the ILS, creation and transfer of forms to ISBE's Test Administration Vendor; and necessary psychometric analyses and project management support for its Federal accountability assessment, the Illinois Assessment of Readiness (IAR) for Grades 3-8. The IAR is administered annually to approximately 800,000 students statewide. All items must be aligned to the ILS and conform to Agency item specifications, including those necessary for accessibility and accommodation, as well as Illinois-specific requirements for bias and sensitivity. Illinois currently uses a fixed form test. The Offeror and project-assigned staff must possess a minimum of three years of experience supporting content and forms creation for a State Agency's Federally mandated accountability assessment.

For all of Section D: "Vendor" and "Contractor" Distinguished from "Offeror"

"Vendor" and "Contractor" Distinguished from "Offeror"

As used below, "Vendor" or "Contractor" refers to the entity that the State anticipates to contract with as the result of this solicitation for the performance of services and/or delivery of goods. Unless specifically stated otherwise, "Vendor" or "Contractor" means the entity fulfilling contractual requirements.

"Offeror" is used to denote an entity that responds to this solicitation with an "Offer." Unless stated otherwise, the word "Offeror" in this solicitation is used to direct an entity responding to this solicitation to provide specific answers and/or deliverables as part of its offer to the State of Illinois.)

D.1.1. Contract Requirements

Contract Requirements are those elements the **Awarded Offeror** will be required to comply with upon execution of the Contract. Offerors should ensure that their Offer clearly describes how they will fulfill these Contract Requirements in their response to Sections D.2., D3., and/or D.4. **Note:** While there is general alignment between Section D.1.1. and Section D.2, numbering and category names are not identical. Please use the cross-reference guides provided in each section.

D.1.1.1. All Work:

- D.1.1.1.1. All work conducted under this Contract must conform with guidance provided in the Standards for Educational and Psychological Testing: American Educational Research Association, et al., editors. Standards for Educational and Psychological Testing. American Educational Research Association, 2014).
- D.1.1.1.2. The Awarded Offeror's systems must conform to [Web Content Accessibility Guidelines Level AA](#) to ensure that any web-delivered content or interfaces are accessible.
- D.1.1.1.3. The Awarded Offeror is expected to comply with all Illinois laws concerning web-based online interfaces and accessibility (including [Illinois Public Act 095-0307](#)). Such laws require that all information technology, including electronic information, software, systems, and equipment developed or provided through this initiative must comply with the applicable requirements of the [Illinois Information Technology Accessibility Act Standards](#).

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SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

- D.1.1.2. Content Alignment to Illinois Learning Standards:** The Awarded Offeror must provide content aligned to the [Illinois Learning Standards](#) for [English Language Arts and Literacy](#), and [Mathematics](#).
- D.1.1.3. Development and Management of the Item Bank:**
- D.1.1.3.1. The Awarded Offeror must secure and cover the cost of permissions to use copyrighted material for newly developed IAR items as defined in Appendix B – Illinois Item Specification and Development for secure online and paper administration for a minimum of one field test and two operational administrations.
- D.1.1.3.2. The Awarded Offeror must determine if usable materials are available in the public domain first before accessing other content sources; however, it is recognized that sufficient appropriate content may not be available exclusively through the public domain.
- D.1.1.3.3. Permissions obtained by the Awarded Offeror must include use in both paper and electronic formats.
- D.1.1.3.4. The Awarded Offeror must ensure copyright permission agreements will be sufficient for the duration of the Contract plus three additional option years.
- D.1.1.3.5. Permissions for the copyrighted content associated with at least 25 percent of the items used on each core form must include the ability to publicly release the items.
- D.1.1.3.6. It is the responsibility of the Awarded Offeror to ensure that the permissions for all final approved test forms are secured prior to handoff to the Administration Vendor.
- D.1.1.4. Creation of Forms Both Non-Accommodated and Accommodated**
- D.1.1.4.1. The Awarded Offeror must annually populate the equivalent of three online core forms per content and grade level, and one accommodated form per content and grade level. The accommodated form must be developed to allow for the following accommodations to be applied:
- American Sign Language (ASL)
 - Braille
 - Large print
 - Text to Speech
 - Spanish transadapted math
 - Large print Spanish transadapted math
 - Text to Speech Spanish transadapted math
- D.1.1.4.2. All core forms (accommodated and non-accommodated) must be screen-reader compliant, contain encoded closed captions for any multi-media text, include glossing capabilities, and be fully adherent to APIP and Accessible Rich Internet Applications (ARIA) tagging standards.

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- D.1.1.4.3. All versions of the accommodated forms in D.1.1.4.1. (those for each of the specified accommodations) must be verified by independent experts in the respective area of the accommodation prior to the accommodations being applied and reviewed by a separate expert in the respective area of the accommodation once the accommodation is applied to ensure that it is accurate and meets all required guidelines.
- D.1.1.4.4. The Awarded Offeror must submit the documentation and recommendations related to both of the reviews required in D.1.1.4.3. at the time that accommodated forms are presented to ISBE for their verification. All versions of accommodated forms presented to ISBE for verification must have the accommodations applied and accessible to the ISBE staff or their designated reviewers for special populations.
- D.1.1.4.5. The portion of items provided by the Awarded Offeror (as opposed to those owned and contributed by ISBE) to be used on operational forms that are part of a pre-existing item bank cannot exceed 40 percent. Field test slots should be prioritized for new development.

D.1.1.5. Educator Review of Items and Forms

- D.1.1.5.1. The Awarded Offeror must ensure that the fully reviewed and edited items are made available for ISBE review within the secure item hosting and management platform.
- D.1.1.5.2. ISBE reviewers must be provided with a minimum of 10 business days for their review of the content for each grade level.
- D.1.1.5.3. The Awarded Offeror's system must be capable of recording a vote of accept, accept with edits, reject, and reject with reconciliation. Following review, the Offeror and ISBE reviewers will convene virtually to address edits and/or rejections.
- D.1.1.5.4. Any edits to items following this meeting must be clearly documented with an audit log containing the date the change was requested, the date and individual enacting the change, any notes specific to the impacted item, the date it was made available for re-review, and the final decision made by ISBE.

D.1.1.6. Transfer of Content and Forms

- D.1.1.6.1. ISBE requires the Awarded Offeror will hold or be actively working toward certification for QTI versions 2.2 and/or 3.0. If the Awarded Offeror does not have certification for QTI version 2.2 or higher at the time this bid is submitted, the Awarded Offeror must obtain certification within six months of Contract execution. Additionally, the Awarded Offeror must adopt and support any subsequent versions of the QTI standards within 12 months of the standard being approved by the [1EdTech](#) organization.
- D.1.1.6.2. The Offeror must prepare all content packages for operational test forms (accommodated and non-accommodated) and all field test forms to meet QTI standards for an electronic handoff to the Administration Vendor. Utilizing current QTI standards to ensure interoperability as specified in Section D.1.1.6.1., the Awarded Offeror must be able to successfully have its authored

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SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

content ingested into a QTI-compliant administration platform without requiring manual intervention.

D.1.1.7. Psychometric Work

- D.1.1.7.1. The Awarded Offeror will be responsible for all psychometric work applicable to the pre-administration portion of the test cycle. This includes maintaining and validating the test blueprint; maintaining the overall scoring scale, including all work necessary to pre-equate forms; confirming or validating form equating within and across years; checking for internal consistency of total scores and sub-scores, such as statistics for subscore reliability; compiling statistics that demonstrate the test measures the full performance continuum (e.g., analysis of frequency distributions at each scale score point and performance level); compiling comparability statistics across test forms (e.g., Braille, large print, and printed test accommodations); conducting fairness analyses, such as differential item functioning (DIF); and analyzing cross-year scale/item drift.
 - D.1.1.7.1.1. The Awarded Offeror's systems must support the transfer and receipt of psychometric data both to and from the Administration Vendor.
 - D.1.1.7.1.2. To enable the work described in D.1.1.7.1., the Administration Vendor will handle all psychometric work associated with scoring and reporting the results of the assessment, including scoring of field test items. Upon scoring completion, the Administration Vendor will provide the Awarded Offeror score files, including student response files so that the Awarded Offeror can conduct appropriate psychometric analyses. The Awarded Offeror must facilitate the validation of operational constructed-response items (e.g., rangefinding) and ensure that all field test item results and associated metadata are retained in the item authoring and management system and are fully capable of transfer at the close of the Contract or at the request of ISBE.
 - D.1.1.7.1.3. The Awarded Offeror must provide ISBE with summaries of these analyses in D.1.1.7.1., including all appropriate test statistics and information. The Awarded Offeror must produce a report as part of an annual review with recommendations for possible changes to either the high level blueprint and/or specific form construction specifications based on operational assessment results.
- D.1.1.7.2. Peer Review: The Awarded Offeror must assist ISBE in meeting all necessary requirements for peer-reviewed evidence submissions.
- D.1.1.7.3. Technical Report: The Awarded Offeror must deliver portions of an annual Technical Report for the IAR within six months of the start of testing.
 - D.1.1.7.3.1. The Awarded Offeror's Technical Report must update the contents of the prior Technical Report (including appendices) with any changes to the blueprint or forms, any changes to the analyses conducted, new

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research or standard settings, etc., as well as technical information about all procedures used to develop the forms and establish pre-equating parameters. A description of the quality assurance measures and quality control procedures and processes used must also be included in the Technical Report. The Technical Report must include all relevant psychometric information and the results of all psychometric studies conducted on most recent assessments and must include, but is not limited to, technical details on the following:

- Alignment of the test to the Illinois Learning Standards
- Test specifications and blueprint
- Procedures employed to construct each assessment's test

forms, which should also include accessibility requirements for individuals with a disability

- Field testing design and results (which the Awarded Offeror must analyze to incorporate into the item bank and to develop the next year's forms)
- Equating/scaling
- Appropriate interpretations and use of test data
- Quality control

D.1.1.7.4. ISBE requires that the Technical Reports be specific to the State's students and contain only Illinois student data, with some exceptions noted where national data might be relevant and useful in illustrative situations.

D.1.1.7.5. The Awarded Offeror must be prepared to present information quarterly to a State Technical Advisory Committee for quality review and/or to prepare presentations for other ISBE advisory committees, as requested.

D.1.1.7.6. The Awarded Offeror must provide web monitoring services that ensure that secure test content is not disclosed or at risk of disclosure through websites, peer-to-peer servers, social media, and other online channels. The Awarded Offeror must monitor social media (e.g., Facebook, TikTok, Twitter, Instagram, Reddit, Snapchat, and other social media platforms) and the internet for possible security breaches regarding item exposure and or test item content. Awarded Offeror must monitor English language websites and searchable discussion forums for the disclosure of protected test content and proxy testing solicitations and must deliver weekly updates to ISBE that detail threats that have been identified and/or monitored. These services must be provided for a minimum of an eight-week period inclusive of the entire test administration window.

D.1.1.8. Quality Control and Project Management Support

D.1.1.8.1. The Awarded Offeror must provide a secure platform for housing and sharing all official project documents with ISBE. All documents in the process of being

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edited must be maintained as Microsoft documents, and any finalized documents for publication must be saved in a final PDF format to bear only ISBE-provided branding and version/date. Artifacts for each Contract deliverable must also be housed in this shared environment and readily accessible.

D.1.1.8.2. Master Work Plan and Schedule:

D.1.1.8.2.1. The Awarded Offeror must develop and receive approval annually for a Master Work Plan and Schedule for each testing cycle on a date to be mutually agreed upon by ISBE and the Awarded Offeror, but which must be within 60 days of the start of the fiscal year. The Master Work Plan must identify the tasks and processes that will be carried out and milestones, products, and services that will be provided/delivered during the testing cycle to accomplish each testing cycle's Scope of Work. The Master Work Plan must include at minimum, but not be limited to, the following:

- The number and type of management meetings that will be conducted
- The test blueprints and other test design features that will be implemented
- The number and types of items that will be field tested
- The number and types of forms (including field testing and accommodated forms) that will be developed and administered
- The number and types of educator review meetings that will be conducted
- All research that will be conducted
- Training and professional development that will be provided, and
- Identification of any project risk, as well as mitigation strategies for that risk

D.1.1.8.2.2. Each task in the Master Work Plan must include a start and completion date, reference to dependencies, responsible Parties, and a graphical method to identify the completion status of each task and milestone (i.e., on-track, at-risk of being off-track, off-track).

D.1.1.8.2.3. Any changes to the Master Work Plan and Schedule must be approved by ISBE prior to the date the change is scheduled to be implemented. Changes to the Master Work Plan and Schedule are not changes to the Scope of Work, but rather changes to the specific plan for achieving the Scope of Work articulated for that year.

D.1.1.8.3. Management Meetings: The Awarded Offeror is responsible for scheduling, developing agendas, facilitating, documenting, and providing logistical support for the following meetings:

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- D.1.1.8.3.1. Quarterly Planning Meetings: The first quarterly planning meeting must be held in the spring or early summer each year. The Master Work Plan and Schedule for the upcoming testing cycle must be reviewed and approved at that time. Progress toward completion of the Scope of Work must be tracked at subsequent quarterly meetings. The Awarded Offeror's leadership team for ISBE's project and other staff relevant to the particular meeting must attend the quarterly planning meetings.
- D.1.1.8.3.2. Monthly Management Meetings: The Awarded Offeror must develop and post a monthly management report five days prior to the monthly meetings to inform the agenda for monthly meetings. Monthly management meetings must be conducted virtually; quarterly, in-person management meetings will replace monthly management meetings when both meetings are scheduled to occur in the same month.
- D.1.1.8.3.3. Weekly and Ad Hoc Meetings: The Awarded Offeror must develop and distribute an agenda for all weekly meetings by 2 p.m. of the business day prior to the meeting. An agenda must be developed and distributed for all ad hoc meetings.
- D.1.1.8.4. The Awarded Offeror must return phone calls and email messages received from ISBE during business hours no later than 5 p.m. that business day. Calls and email messages received after business hours should be returned no later than 10 a.m. the next day.
- D.1.1.8.5. The Awarded Offeror must seek ISBE approval before sending any correspondence to local school personnel.
- D.1.1.8.6. ISBE staff must be permitted to participate in meetings between the Awarded Offeror and any Contractor it has subcontracted with to implement the contract.
- D.1.1.8.7. Meeting Support Services:
 - D.1.1.8.7.1. The Awarded Offeror must ensure the attendance of the Awarded Offeror's Project Director, as well as other key management staff, as meeting agendas dictate at a majority of meetings.
 - D.1.1.8.7.2. The Awarded Offeror is responsible for planning, development, and distribution of all meeting invitations, agendas, and materials.
 - D.1.1.8.7.3. The Awarded Offeror must provide minutes of all meetings with decisions and action items no later than three business days following each meeting.
 - D.1.1.8.7.4. The Awarded Offeror must provide both virtual and onsite meeting facilitation, including a toll-free teleconferencing line and video/file sharing application. There should be provision for electronic participation of any meeting participant unable to travel to in-person

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- meetings, as well as projection, voice amplification, and other equipment that may be needed for in-person meetings.
- D.1.1.8.7.5. The Awarded Offeror must arrange transportation, lodging, and food for ISBE staff or contracted educators attending meetings located at locations external to ISBE headquarters (e.g., meetings at the Awarded Offeror's headquarters, scoring sites, and other events), as well as meeting room and meeting technology-related costs. All travel-related reimbursements will conform with the Illinois Department of Central Management Services ([CMS](#)) [Travel Reimbursement Schedule](#).
- D.1.1.8.8. Quality Control:
- D.1.1.8.8.1. The Awarded Offeror must provide an action item log that includes a description of all action items, the date the action was identified and should be completed, the status of the action (in progress, completed), and the responsible Party. This action item log must be reviewed monthly, at minimum.
- D.1.1.8.8.2. The Awarded Offeror must provide a risk management log that lists all activities at risk of not being completed on time. For each of the activities recorded in the log, the Awarded Offeror must indicate the reason why the activity is at risk of not being completed on schedule; the level (high, medium, low) of risk to the project resulting from the delay/risk; activities impacted by the delay/risk; a description of how the Awarded Offeror plans to resolve/mitigate the delay/risk, including the projected date by which the risk will be resolved; and the person responsible for the resolution.
- D.1.1.8.8.3. The Awarded Offeror must provide a monthly report, posted five business days prior to monthly meetings, that summarizes major decisions made during the month, the status of previously identified decisions and risks, and key activities that should be completed in the following month or soon thereafter as a result of the decision. The report must highlight major issues/risks that need immediate resolution and list recommended solutions.
- D.1.1.8.8.4. The Awarded Offeror must develop a Risk Management Plan for ISBE review and approval within 90 days of Contract execution. The Proposal must describe how the Awarded Offeror will mitigate known risks and how it will communicate all encountered risks to ISBE and, conversely, how risks identified by ISBE will be communicated and mitigated.
- D.1.1.8.8.5. The Awarded Offeror must update and post a risk management log to the secure file sharing platform during the first week of each month or more frequently when circumstances dictate and/or are requested by ISBE.

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- D.1.1.8.8.6. The Awarded Offeror must implement quality assurance procedures and practices to eliminate/minimize deficiencies from occurring prior to implementation of project requirements and quality control procedures to detect deficiencies that may occur during implementation of those requirements.
- D.1.1.8.8.7. Within 90 days of Contract execution, the Awarded Offeror must provide ISBE with Quality Assurance and Control Plan that covers all components of the IAR from test development through reporting and draws on quality practices identified in the:
- [CCSSO's Criteria for Procuring and Evaluating High-Quality Assessments](#)
 - [AERA/APA/NCME Standards for Educational and Psychological Testing](#)
 - [Association of Test Publishers Operational Best Practices for Statewide Large-Scale Assessment Programs](#)
- D.1.1.8.9. The Awarded Offeror is responsible for addressing all deficiencies or errors identified in Contract deliverables. Such redress may include, but not be limited to, revision of computer applications; provision of additional training for Awarded Offeror staff, ISBE staff, or Local Education Agency (LEA) personnel; the correction, reproduction, and delivery of data files; the correction, reproduction, and delivery of reports; and the replacement and/or addition of content.
- D.1.1.8.10. The Awarded Offeror must report all deficiencies or errors discovered in operational content (e.g., content that has been delivered to the Administration Vendor for use in test administration) by the Awarded Offeror, ISBE, or LEA staff to ISBE immediately (i.e., within two hours of error discovery). In the case of such discovery, an ad hoc meeting must be immediately scheduled so that, with input from ISBE, a plan for correcting the error can be developed and approved. The plan must include description of how timely and forthright information related to the error will be communicated to all affected stakeholders.
- D.1.1.8.11. The Awarded Offeror must take responsibility for correcting identified error(s) at its expense. ***Note: Errors may result in liquidated damages as described in Section 3, F30.3.***
- D.1.1.8.12. The Awarded Offeror must provide ISBE a set of performance indicators and associated metrics that must be reported at the end of each testing cycle that are indicative of the quality of the products and services delivered during the testing cycle. The indicators/metrics must be approved by ISBE before final implementation. The Awarded Offeror must collect the data needed to generate the indicators/metrics throughout the testing cycle. These metrics must be submitted as a Quality Report to ISBE at the end of each testing cycle. The

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report must include a compilation of the quality indicators/metrics for the testing cycle and, based on the metrics, areas in which the project has succeeded and areas in need of improvement. For areas in need of improvement, the report must propose improvement activities for ISBE's review and approval.

- D.1.1.8.13. When a failure in the Awarded Offeror's security systems, procedures, or protocols results in a breach, loss, or exposure of any secure data, content, reports, or other information in any of its systems, the Awarded Offeror must notify ISBE of the issue immediately (i.e., within two hours of error discovery). In the case of such discovery, an ad hoc meeting must be immediately scheduled so that, with input from ISBE, a plan for correcting the error can be developed and approved. The plan must identify the Awarded Offeror's staff responsible for implementing the plan. The plan must include action items, a timeline for remediating the breach/loss/exposure, and how communications with ISBE and other impacted Parties will be carried out. Upon resolution of the security failure/breach/exposure, the Awarded Offeror must provide ISBE with a final report describing how the failure/breach/exposure occurred, how it was addressed, its impact, and how similar security failures will be prevented from occurring in the future.
- D.1.1.8.14. Transition Planning:
- D.1.1.8.15. The Awarded Offeror will be responsible for ensuring the successful transition of the IAR content from its current Content Vendor, and for ensuring the successful transition of the IAR content to a new Vendor if a new Vendor is awarded a Contract in the future.
- D.1.1.8.16. The Awarded Offeror must acquire from ISBE and its current Content Vendor all materials necessary to take over content management for the IAR. The materials include, but are not limited to:
- Item and test development specifications (e.g., item and item cluster development specifications, test development specifications (blueprints) and the IAR style guide)
 - Test items and item clusters (e.g., all item and item cluster text, art, graphics, accessibility tagging, interactions, and scoring logic)
 - Test metadata (e.g., all item attributes and statistical information that are needed to process, store, and report test results)
 - Test forms (e.g., test maps and tests forms, test form statistical information, and any other information needed to deliver a full test form)

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- Test administration materials (e.g., manuals and other training materials)
- Scoring materials (e.g., rubrics, anchor papers, validity papers, and training materials)
- Analysis materials (e.g., methods for scaling and equating)
- Relevant project management and customer support services materials

- D.1.1.8.17. ISBE'S current Content Vendor and/or ISBE will provide the Awarded Offeror all content that has been encoded by its current Content Vendor in a QTI/APIP XML format. This QTI/APIP XML encoding may include unique structures and vocabularies that ISBE'S current Content Vendor utilizes within its systems.
- D.1.1.8.18. As needed, and with input from ISBE, the Awarded Offeror must revise the draft 90-Day Transition Work Plan provided in its response and submit it for ISBE review and approval within 20 days of Contract execution.

D.1.2. Mandatory Capacity or Expertise (Pass/Fail)

Offerors must provide evidence that their products meet the following mandatory specifications and that the Offeror and project-assigned staff have the capacity and expertise to do the requested work at the highest levels of industry performance as defined and described in the mandatory capacity or expertise below. **Offerors whose evidence does not meet the mandatory description will be considered non-responsive.** Linking to published content is not permitted. Scanning excerpts or taking photographs of physical evidence is permitted, but please recall that all bids will become public documents. **DO NOT include secure test materials or information in your Proposal without them being clearly labeled as CONFIDENTIAL and attached as a file(s) separate from all other files in Packet 1.** Materials should also be included in Redacted Packet 5. A template for organizing your response to this section has been included as Appendix A.

- D.1.2.1.** The Offeror must provide evidence of work on other statewide peer-reviewed assessment projects that demonstrate their commitment and capacity to follow the Standards for Educational and Psychological Testing¹ and Operational Best Practices for Statewide Large-Scale Assessments², and their commitment and capacity to comply with the guidance for³ and requirements⁴ of Every Student Succeeds Act⁵ assessment peer review and produce the "Vendor" portion of the required peer-reviewed documentation. An example of evidence that would fulfill this requirement includes, but is not limited to, a portion of submitted peer-

¹ American Educational Research Association, et al., editors. *Standards for educational and psychological testing*. American Educational Research Association, 2014.

² Carlson, James E., ed. *Operational Best Practices for Statewide Large-Scale Assessments*. Washington, D.C.: Council of the Chief State School Officers and Association of Test Publishers, 2013.

³ U.S. Department of Education. "U. S. Department of Education Peer Review of State Assessment Systems Non-Regulatory Guidance for States for Meeting Requirements of the Elementary and Secondary Education Act of 1965, as Amended." September 25, 2015. <https://www2.ed.gov/policy/elsec/guid/assessguid15.pdf>.

⁴ U.S. Department of Education. 2017. "STATE PLAN PEER REVIEW CRITERIA." *The Elementary and Secondary Education Act of 1965, as Amended by Every Student Succeeds Act*. March. <https://www2.ed.gov/admins/lead/account/stateplan17/essastateplanpeerreviewcriteria.pdf>.

⁵ *Every Student Succeeds Act, Public Law 114-95, December 10, 2015*. 2016.

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reviewed documentation for one of “Critical Elements 2.3 or 3.3⁶” from a State with Common Core-derived content standards (Appendix C) that has received a “Meets” or “Substantially Meets” decision for its ELA/L and Math assessment from a review within the past seven years⁷.

- D.1.2.2.** The Offeror’s work under this procurement must align to the ILS and other Agency specifications; however, the depth and breadth of that alignment is expected to vary across Offerors and will thus be scored in Section D.2.1. At minimum, the Offeror must provide evidence of items and forms aligned to a State’s Federally-approved content standards and adherent to specifications and quality testing standards sufficient to pass Federal peer review. The Offeror must provide its response from “Critical Element 2.1 – Test Design and Development” and sample items and forms from a State with Common Core-derived content standards that has received a “Meets” or “Substantially Meets” decision for its ELA/L and Math assessment in a review conducted in the past seven years.
- D.1.2.3.** The Offeror must demonstrate its capacity and expertise conducting all necessary steps to create QTI/APIP compliant test items, item sets, and test forms, inclusive of all necessary field testing (including developing new content, accepting and ingesting existing content, rendering and quality checking delivery) by providing evidence of success working on other statewide peer-reviewed assessment projects. An example of evidence that would fulfill this requirement includes, but is not limited to, a portion of submitted peer-reviewed documentation for one of “Critical Elements 2.1, 2.2, 3.1, or 4.1” from a State with Common Core-derived content standards that has received a “Meets” or “Substantially Meets” decision for its ELA/L and Math assessment in a review conducted in the past seven years.
- D.1.2.4.** The Offeror’s system must support secure storage of all item types and metadata, including any existing and/or new technology-enhanced items. The system must allow for permissioned State access at all stages of the development and review process. The Offeror must provide its security protocols and other technical documentation that describes permissioning protocols, all item types supported and metadata structures. The documentation must also describe how expansions to metadata, item types, and permissions are reviewed and controlled for quality as changes to the systems are implemented (i.e. change management process). **Note: If any of this documentation is confidential, please provide a redacted copy as Packet 5 addition to the unredacted original.**
- D.1.2.5.** Offerors must provide evidence of their staffing capacity and expertise to produce all required items and form development and curation on an annual basis through the documentation of prior work on a statewide peer-reviewed assessment where development deliverables were met successfully. An example of evidence that would fulfill this requirement includes, but is not limited to, an assigned staff chart and completed deliverables checklist from a State with

⁶ U.S. Department of Education. 2018. “Academic Assessment Peer Review Cover Sheet and Index Submission Template.” <https://www2.ed.gov/admins/lead/account/saa/assessmentpeerreviews submissionindexacademic.doc>.

⁷ As documented at Decision Letters on State Assessment System Under Title I of the ESEA. U.S. Department of Education. <https://oese.ed.gov/offices/office-of-formula-grants/school-support-and-accountability/decision-letters-on-state-final-assessment-system/>

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Common Core-derived content standards that has received a “Meets” or “Substantially Meets” decision for its ELA/L and Math assessment in a review conducted in the past seven years.

- D.1.2.6.** The Awarded Offeror must have the capacity and expertise to ensure that the permissions for all final approved test forms are secured prior to handoff to the Test Administration Vendor. Evidence of capacity to meet this requirement could include, but is not limited to, permissions tracking logs and/or test administrator handoff checklists from a State with Common Core-derived content standards that has received a “Meets” or “Substantially Meets” decision for its ELA/L and Math assessment in a review conducted in the past seven years.
- D.1.2.7.** The Offeror must host, maintain and update, as needed, item and test form authoring and banking systems that are QTI capable at the Core Level, plus with QTI elevated accessibility. The Offeror must demonstrate compliance with QTI version 2.2 and must demonstrate compliance with QTI 3.0. standards no later than six months after Contract execution. If the standards evolve during the Contract, the Vendor must ensure that its systems are brought into compliance with the most recent version of the standards and obtain certification at a level comparable to current requirements within six months of when the system standards changed. The Offeror must provide evidence that their technology systems are compliant at this level. An example of evidence that would meet this requirement includes, but is not limited to, QTI certification level 2.2 or higher, or a portion of submitted peer-reviewed documentation for one of “Critical Elements 2.2, 2.3, 2.4, 2.5, or 2.6” that speaks to this capacity from a State that received a “Meets” or “Substantially Meets” decision in the past seven years.
- D.1.2.8.** The Offeror must provide evidence that they have successfully managed the psychometric work associated with the construction of a statewide peer-reviewed assessment program, including rangefinding for hand-scored constructed-response items, and retained related data in an item authoring and management system fully capable of transferring data upon request for another statewide peer-reviewed assessment program. An example of evidence that would fulfill this requirement includes, but is not limited to, samples of items produced for a secure test administration or a portion of submitted peer-reviewed documentation for one of “Critical Elements 3.2, 4.4, or 4.7” that speaks to this capacity from a State that received a “Meets” or “Substantially Meets” decision in the past seven years.
- D.1.2.9.** The Offeror must have the internal capacity to meet all requirements on the proposed timeline and in alignment with its submitted budget. To demonstrate that the Offeror can meet this specification, the Offeror should provide evidence of a full staffing plan (inclusive of the key staff in section D.4.1.), including the curriculum vitae/resume for each key staff member, must be submitted with the Offer.
- D.1.2.10.** The Offeror must possess a minimum of three years of experience providing a question bank for a State Agency accountability assessment that is Federally mandated. The Offeror must have a minimum of three years working with the proposed content authoring platform for the authoring, review, and management of QTI-compliant content and content packages. The Offeror must have experience with successful content transfers to and from the proposed system, including scoring rubrics, ancillaries, and accompanying metadata. To pass this requirement, the Offeror should show evidence of experience providing a question bank by submitting a list of other States that were clients (and for how long) with the Offer.

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- D.1.2.11.** The Offeror must have a minimum of three years of experience securing permissioned passages and graphics and maintaining copyright permissions. To pass this requirement, the Offeror should show evidence of experience providing a question bank that includes licensed and public domain texts and other media for use in the bank by submitting a list of other States that were clients (and for how long) with the Offer.
- D.1.2.12.** The Offeror must have a minimum of three years of experience developing educator training materials and leading educator committee meetings for summative assessment development. To pass this requirement, the Offeror should show evidence of experience by submitting sample training materials and agendas or other documentation from at least one State that was a client. Additionally a list of other States that were clients (and for how long) must be submitted along with the Offer.
- D.1.2.13.** The Offeror must have a minimum of three years of experience working to make assessment content accessible and providing appropriately accommodated content in an online environment. An example of evidence that would fulfill this requirement includes, but is not limited to, samples of items produced for a secure test administration or a portion of submitted peer-reviewed documentation for one of "Critical Element 4.2" that speaks to this capacity from a State that received a "Meets" or "Substantially Meets" decision in the past seven years.

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D.2. SUPPLIES AND/OR SERVICES REQUIRED:

Offerors must score a minimum of **80 percent (160 points)** of the points in Sections D.2 and D.4 in order to move to pricing:

The Offeror will provide:

- 1) Content, meaning test items and any associated texts, graphics, audio, video, or other technology-enhanced elements, aligned to Illinois Learning Standards (ILS) and Agency development specifications;
- 2) Secure authoring, hosting and management of both existing Illinois-owned items and Offeror-created items;
- 3) Creation and transfer of forms (both non-accommodated and accommodated) to an existing Test Administration Vendor, subject to the direction of ISBE in accordance with applicable State and Federal laws, rules and regulations;
- 4) Psychometric services necessary to ensure the validity, reliability, and comparability of all items and test forms; and
- 5) Project management support to ensure the successful provision of all services and products solicited in this procurement.

Each of these supplies or services are described in further detail in the scored sections below.

D.2.1. Content Aligned to Illinois Learning Standards (56 points for this section): Demonstrate the quality, range, and dimensionality of the Offeror's ability to provide content aligned to the ILS. The Offeror should provide statistical and/or technical documentation from an existing item bank for a State with Common Core-derived content standards that has received a "Meets" or "Substantially Meets" decision for its ELA/L and Math assessment in a review conducted in the past seven years. Evidence could be provided in the fashion of formal alignment studies, samples of student reports, excerpts from technical manuals, or other research-based analyses of alignment. To support claims of quality, Offerors can provide exemplar items for a range of item types used in each grade band; rationales for the use of the specific item types; specifications showing the proportion of item types on a form to illustrate range; scoring plans for constructed response and/or performance tasks (e.g., machine-scored, hand-scored, by whom, how trained), scoring rubrics, and sample student work to confirm the validity of the scoring process; and/or a description of the process used for ensuring the technical quality, alignment to standards, and editorial accuracy of the items.

Specifically, as excerpted from "Criteria for Procuring and Evaluating High-Quality Assessments,"

- D.2.1.1.** Describe the extent to which texts used for ELA/L are balanced across literary and informational text types and across genres, with more informational than literary texts used as the assessments move up in the grade bands, as the ILS require.
- D.2.1.2.** Describe the range of authentic, previously published texts are used, including written, audio, visual, and graphic, as technology and assessment constraints permit.
- D.2.1.3.** Describe the extent to which texts used for ELA/L span an appropriate range of text complexity and cognitive demand at each grade level. Describe how text complexity is quantitatively and qualitatively measured and used to place each text at the appropriate grade level. Describe the range of cognitive demand supported by the content as evidenced by the requirements of the ILS and item response modes, such as:

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- D.2.1.3.1. The complexity of the text on which an item is based;
- D.2.1.3.2. The range of textual evidence an item requires (how many parts of text[s] students must locate and use to response to the item correctly);
- D.2.1.3.3. The level of inference required; and
- D.2.1.3.4. The mode of student response (e.g., selected-response, constructed-response).
- D.2.1.4.** Describe the extent to which items require writing tasks that reflect the types of writing that will prepare students for the work required in college and the workplace, balancing expository, persuasive/argument, and narrative writing, as State standards require. Demonstrate how, at higher grade levels, the balance shifts toward more exposition and argument.
- D.2.1.5.** Describe the extent to which items can assess the speaking and listening communication skills students need for academic and professional readiness.
- D.2.1.6.** Describe how mathematics content is organized to assess the full range of mathematical knowledge, higher order thinking, analysis, and skill application in the ILS, Including:
 - D.2.1.6.1. Mathematical topic coverage in the task (single topic vs. two topics vs. three topics vs. four or more topics);
 - D.2.1.6.2. Nature of reasoning (none, simple, moderate, complex);
 - D.2.1.6.3. Nature of computation (none, simple numeric, complex numeric or simple symbolic, complex symbolic);
 - D.2.1.6.4. Nature of application (none, routine word problem, non-routine or less well-posed word problem, fuller coverage of the modeling cycle); and
 - D.2.1.6.5. Cognitive actions (knowing or remembering, executing, understanding, investigating, or proving).
- D.2.2. Development and Management of the Item Bank (24 points for this section):** The Offeror will provide a hosting and management system capable of creating new assessment content or modifying stored assessment content meeting the mandatory technical requirements specified in Section D.1.2. Beyond those mandatory technical requirements, the Offeror should detail its Proposal to provide the following products and services at the highest level of industry standards.
 - D.2.2.1.** Provide ISBE high-quality items as defined in criteria B.9 and C.5 of the “Criteria for Procuring and Evaluating High-Quality Assessments” as specified in Appendix B – Illinois Item Development Specification and following the process laid out in Appendix D – Illinois Annual Item Development Cycle.
 - D.2.2.2.** Subject these items to copy-editing and independent internal or third-Party review to document conformance to each of the guiding documents developed and/or reviewed collaboratively with ISBE, including, but not limited to, those specified in Appendix E – Illinois Style Guide and Appendix F – Illinois Fairness Guidelines. This process shall be completed prior to the initial ISBE content review, and an audit trail documenting the initial authorship, applied copy-edit decisions with date, and applied conformance edits with date must be provided in a shared document repository for ISBE reference.
 - D.2.2.3.** Provide ISBE professionally researched and fully secured literary, informational, and digital multi-media passages that meet text complexity and text selection guidelines to be specified by

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ISBE in a quantity to support passage development of items as outlined in Appendix B - Illinois Item Specification and Development, and to account for attrition following passage review.

- D.2.2.3.1. Describe how the professionally researched passages will be selected with consideration of ISBE passage selection guidelines and bias and sensitivity guidelines, as well as to ensure vocabulary and content appropriately match the intended standards and grade levels.
- D.2.2.3.2. Describe how the Offeror ensure that selected passages conform to the aforementioned Illinois Fairness Guidelines, celebrate the diversity of Illinois students, use the Copyrights Clearing Center (CCC) database, and apply preliminary for the Lexile Framework.
 - D.2.2.3.2.1. The Offeror should target 30 percent of permissions from the public domain. The remaining third-Party materials should be permissioned under the license from the CCC. The Offeror will need to seek permissions from the rights holders or their agents for any materials that cannot be secured through CCC. Such permissions should not exceed 10 percent and should not exceed an average of \$3,000 per permission.
- D.2.2.4. Describe how the Offeror will track permissions for all selected passages, multi-media content, and permissioned art/graphics in a secure shared repository and maintain records showing date of approval, date of expiration, and approved citation.
 - D.2.2.4.1. The Offer will need to obtain renewal of any expired copyright licenses for legacy content in the bank as they are selected for inclusion on operational test forms.
 - D.2.2.4.2. The Offeror will need to produce a report of permissions status for all passages and items and deliver it to Offeror prior to test construction. The report will be rerun against the final approved set of test forms.

D.2.3. Creation of Forms Both Non-Accommodated and Accommodated (24 points for this section):

The Offeror will be responsible for creating computer- and paper-based test forms and accommodated forms that address the year-to-year and form-to-form equating needs and provide comprehensive standards coverage across a range of difficulty to satisfy existing and any future Illinois-specified testing blueprints. The current Illinois test blueprints can be found in Appendix G – ELA-L High Level Blueprint and Appendix H – Math High Level Blueprint.

- D.2.3.1. Describe how the Offeror will use the process outlined in Appendix I – Illinois Annual Form Development Process to complete the construction of core operational forms aligned to the testing blueprints and specifications to be provided by ISBE and annually reviewed collectively by the Offeror and ISBE. Core forms include all units in each content area at each grade level. The Offeror will need to annually populate the equivalent of three online core forms per content and grade level and one accommodated form per content and grade level.
- D.2.3.2. The accommodated form must be developed to allow for the following accommodations to be applied:
 - American Sign Language (ASL)
 - Braille

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- Large print
- Text to Speech
- Spanish transadapted math
- Large print Spanish transadapted math
- Text to Speech Spanish transadapted math

D.2.3.3. Describe how the Offeror will ensure that all versions of the accommodated forms (those for each of the specified accommodations) are verified by independent experts in the respective area of the accommodation prior to the accommodations being applied and reviewed by a separate expert in the respective area of the accommodation once the accommodation is applied to ensure that it is accurate and meets all required guidelines.

D.2.3.3.1. Describe how the Offeror will document and make recommendations related to both of these reviews at the time that accommodated forms are presented to ISBE for their verification. It is expected that all versions of accommodated forms presented to ISBE for verification will have the accommodations applied and accessible to the ISBE staff or their designated reviewers for special populations.

D.2.3.4. The Offeror should describe whether a manual or automated system will be utilized to construct forms and describe the process by which the review and revision of forms is conducted to minimize measurement error across the performance score scale and differentiate performance among performance levels.

D.2.3.5. The Offeror should describe how paper-based forms that may include different item types than computer-based forms will generate comparable results to computer-based forms.

D.2.3.6. Field Testing Plan and Forms

The Offeror should describe how it will develop annual a field testing plan and construct the variety of field testing forms sufficient to meet the quantities outlined in Appendix B – Illinois Item Specification and Development.

D.2.3.6.1. The Offeror should present a sample mathematics field test plan that utilizes an embedded field test design and retains field testing slots across multiple units. One hundred percent of students field test items annually.

D.2.3.6.2. The Offeror should present a sample ELA/L field test plan that utilizes a stand-alone field test design with an expectation of one-third of students participating in a stand-alone field test unit annually. This ELA/L field test plan should specify what data the Offeror would need from ISBE in order to develop a robust sampling plan.

D.2.4. Educator Review of Items and Forms (8 points for this section): The Offeror will need to annually convene a number of educator committees on behalf of ISBE. The Offeror is responsible for all incurred costs related to the coordination, facilitation, and remuneration for participating educators. Remuneration is to be provided in the form of reimbursement for substitute teachers at a rate of the lesser of \$150 per day or the respective district's current substitute rate or in the form of a daily stipend of \$150 per day for those educators in retired status or completing work while they are not in session. A list of the committees is provided as Appendix J – Illinois Assessment Committees.

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- D.2.4.1.** The Offeror should describe its planned structure and facilitation for each of the required meetings, with focus on meeting preparation, materials, timelines, and processes for reconciling disparity between reviewers.
 - D.2.4.1.1.** Describe how items that pass each stage of review will be processed and validated for the next step.
 - D.2.4.1.2.** Describe how the review data will be housed in the Offeror's item bank and regularly audited for quality improvement.
- D.2.4.2.** The Offeror is expected to provide ISBE with a report no later than 10 business days following the committee meetings indicating the decisions of the educator committees and any necessary next steps.
- D.2.4.3.** Describe how the Offeror will collaboratively review this report with ISBE and determine those items to be accepted in the present form, edited, or removed from consideration as applicable. Items and forms must be tagged accordingly in the item authoring/hosting and management system.

D.2.5. Transfer of Content and Forms (24 points for this section): As specified in Contract Requirements Section D.1.1.6.2., the Offeror must prepare all content packages for operational test forms (accommodated and non-accommodated), and all field test forms to meet QTI standards for an electronic handoff to the Administration Vendor. While utilizing current QTI standards helps to ensure interoperability, it is nonetheless expected that there will need to be checks to ensure that a truly seamless transfer is accomplished. The Offeror will bear collective responsibility with the Administration Vendor for ensuring that content packages, including all scoring rubrics/rules and ancillary items, render correctly in the test administration platform. Therefore, the Offeror should:

- D.2.5.1.** Describe how the Offeror will ensure that content previously developed for Illinois will be successfully transferred into the Offeror's hosting and management system.
- D.2.5.2.** Describe how it will collaborate with ISBE's Administration Vendor to reconcile respective system needs and specifications.
- D.2.5.3.** Describe the Offeror's process for transferring content packages to the specified Vendor(s).
- D.2.5.4.** Describe how the Offeror will conduct a review of forms within the test administration platform to ensure the accurate application of content features and scoring rules. Any issues found during the review should be reported immediately to ISBE, so the Offeror should describe its protocols for such reporting.
- D.2.5.5.** Describe how the Offeror will close out all successful transfer and document that all developed content, including scoring, metadata, and ancillaries, have been successfully transferred into either its own or another QTI-compliant system at ISBE request.

D.2.6. Psychometric Services (21 points for this section):

- D.2.6.1.** The Offeror should describe the psychometric services it will provide to ensure that all forms conform to all areas of the collectively developed and reviewed test specifications. The analysis plan should include statistical form analyses to confirm that individual forms meet specifications and that sets of forms are parallel in construction.
- D.2.6.2.** The Offeror should describe its process to annually review these analyses with ISBE and, if requested, present these analyses to ISBE's Technical Advisory Committee.

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- D.2.6.3.** The Offeror should describe how it will have the calibration and equating of the field test item parameters independently replicated by the Administration Vendor.
- D.2.6.4.** The Offeror is expected to produce a Technical Report annually to document the item and test development and psychometrics models and analyses associated with the summative assessment. This report should include, at a minimum, Item Response Theory item calibration and scaling, equating procedures and results of equating, differential item functioning analyses, test development processes, form assembly procedures and forms statistics, and evidence of reliability and validity. The Offeror will be provided with information not directly under its purview. For example, the Offeror does not conduct the differential item functioning (DIF) analysis but will report it. As such, the Offeror will receive all information necessary to report on the DIF analysis. The Offeror should describe how it will synthesize these various Technical Report sections.
- D.2.6.5.** Peer-Review Support: The Offeror is expected to assist ISBE in meeting all necessary requirements for peer-reviewed evidence submissions to the U.S. Department of Education (ED). Offerors should provide plans for providing data necessary to meet requirements of the ED's Standards and Assessment Peer Review Guidance (or more current peer-review/ESEA requirements).
- D.2.6.5.1.** The Offeror should describe the services and products it has provided to other States to assist them in submitting material for peer review and committing to provide similar products and services for ISBE.
 - D.2.6.5.2.** The Offeror should indicate how the studies will support the State's response to the critical elements of the peer-review guidance.
 - D.2.6.5.3.** In the Annual Master Work Plan and Schedule (see Project Management Section D.2.7.3.), the Offeror should describe its plan for conducting studies that provide the best and most cost-effective methods for meeting peer-review requirements.
 - D.2.6.5.4.** If the test blueprint of the IAR changes significantly during the course of the Contract, the Offeror is expected to support ISBE by providing content and materials appropriate for use in a standard setting. The Offeror should describe how its regular documentation can be used to support this work.
- D.2.6.6.** Technical Advisory Committee (TAC): The Offeror will not have any responsibility for creating or facilitating a content-specific TAC or related meetings. The Offeror should be prepared to, at the request of ISBE, present information to a State TAC for quality review and/or to prepare presentations for other ISBE advisory committees as requested. Offeror's should anticipate presenting at 4 meetings per year.
- D.2.7. Quality Control and Project Management Support (24 points for this section):** The Offeror is expected to provide project management services to ensure all the products and services required by the IAR content Contract are high quality and delivered on time and on budget. To that end, the Offeror should describe:
- D.2.7.1. Project Management Approach:** The Offeror should describe its approach to project management, including lessons learned from managing other State assessment programs and

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how they will apply those learnings to provide efficient and effective project management services for the IAR.

D.2.7.2. Secure File Sharing Platform: The Offeror should describe its secure platform for housing and sharing all official project documents with ISBE. It is expected that any documents in the process of being edited will be maintained as Microsoft documents, and any finalized documents for publication will be saved in a final PDF format to bear only ISBE-provided branding and version/date. Artifacts for each Contract deliverable should also be housed in this shared environment and readily accessible.

D.2.7.3. Annual Master Work Plan and Schedule

D.2.7.3.1. The Offeror will be responsible for developing and getting approval for a Master Work Plan and Schedule for each testing cycle on a date mutually agreed upon by ISBE and the Contractor. The Offeror should develop and include as an appendix to its Proposal a draft of the Master Work Plan and Schedule for the first year of the Contract.

The Master Work Plan should describe the major products and services that will be provided/delivered during the annual cycle including but not limited to the following:

- The number and type of management meetings that will be conducted
- The number and types of items that will be developed
- The number and types of items that will be field tested
- The number and types of forms (including field testing and accommodated forms) that will be developed and administered
- The number and types of educator review meetings that will be conducted
- The number and types of electronic files and paper reports of results that will be generated
- The research that will be conducted
- Peer-review materials that will be produced (if any)
- Training and professional development that will be provided, and
- Identification of any project risk, as well as mitigation strategies for that risk

D.2.7.3.2. The Master Work Plan and Schedule should identify the tasks and processes that will be carried out and milestones that will be reached to accomplish each testing cycle's Scope of Work.

D.2.7.3.3. Each task should include a start and completion date, reference to dependencies, responsible Parties, and a graphical method to identify the completion status of each task and milestone (i.e., on-track, at-risk of being off-track, off-track).

D.2.7.3.4. Since the Master Work Plan and Schedule will include hundreds of tasks, the Offeror should provide ISBE sections of the Master Work Plan and

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- Schedule as requested to support management of various work streams (e.g., item and test development, delivery, human-scoring, reporting).
- D.2.7.3.5. Any changes to the Annual Scope of Work and/or Master Work Plan and Schedule is expected to be approved by ISBE prior to the date the change is scheduled to be implemented.
- D.2.7.4. Management Meetings:** The Offeror will be responsible for scheduling, developing agendas for, facilitating, documenting, and providing logistical support for the following meetings:
- D.2.7.4.1. Annual Kickoff Meeting: The Offeror will hold an annual kickoff meeting with ISBE staff to review timetables and guidance documents, and to clarify the Annual Workplan. The Offeror's leadership team for ISBE program and other staff relevant to the particular meeting is expected to attend the kickoff meeting at ISBE offices in Springfield, Illinois.
- D.2.7.4.2. Quarterly Planning Meetings: The purpose of the first quarterly planning meeting in the spring or early summer each year is to review and approve the Master Work Plan and Schedule for the upcoming testing cycle. Subsequent quarterly meetings should be scheduled to ensure preparations for test development, administration, scoring and reporting, as well as other major activities (e.g., research, peer review) are on track. Quarterly meetings can be virtual or in person, although virtual will be the default meeting format.
- D.2.7.4.3. Monthly Management Meetings: The main purpose of monthly management meetings is to ensure all program requirements and timelines are being maintained and to address time-sensitive issues.
- The Offeror should develop and post the monthly management report described in the Meeting Reports section below five days prior to the monthly meetings to inform the agenda for monthly meetings.
- Monthly management meetings should be conducted virtually. Quarterly management meetings replace monthly management meetings when both meetings are scheduled to occur in the same month.
- D.2.7.4.4. Weekly and Ad Hoc Meetings: The main purpose of weekly and ad hoc meetings is to address time-sensitive issues, review action item and risk logs, and identify agenda items for monthly and quarterly planning meetings.
- D.2.7.4.5. Other Project Management/Meeting Specifications
- D.2.7.4.5.1. The Offeror is expected to return phone calls and email messages received from ISBE during business hours no later than 5 p.m. that business day. Calls and email messages received after business hours should be returned no later than 10 a.m. the next day.
- D.2.7.4.5.2. If requested by ISBE, the Offeror is expected to allow ISBE staff to participate in meetings between the Offeror and any

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Contractor it has subcontracted with to implement the Contract.

D.2.7.4.6. The Offeror is expected to seek the approval of ISBE before sending any correspondence to local school personnel.

D.2.7.5. Meeting Reports: The Offeror should describe its plan to provide the following meeting reports:

D.2.7.5.1. Minutes of all meetings with decisions and action items no later than three business days following each meeting.

D.2.7.5.2. An action item log: The action item log should include a description of the action, the date the action was identified and should be completed, the status of the action (in progress, completed), and the responsible Party.

D.2.7.5.3. A risk management log. (See Risk Management Section D.2.7.7. for requirements pertaining to this log.)

D.2.7.5.4. A monthly report posted five business days prior to monthly meetings that summarizes major decisions made during the month, the status of previously identified action items and risks, and key activities that should be completed in the following month or soon thereafter. The report should highlight major issues/risks that need immediate resolution and list recommended solutions.

D.2.7.6. Meeting Support Services: The Offeror should describe how it will provide the following support services for all meetings as the venue for each meeting dictates:

D.2.7.6.1. Attendance of the Offeror's Project Director, as well as other key management staff as meeting agendas dictate.

D.2.7.6.2. Planning, developing, and posting to the program's secure file sharing platform meeting invitations, agendas and materials at least 3 business days prior to monthly management meetings and 10 business days prior to quarterly planning meetings.

D.2.7.6.3. Virtual and onsite meeting facilitation.

D.2.7.6.4. A toll-free teleconferencing line and video/file sharing application, including provision for electronic participation of any meeting participant unable to travel to in person meetings.

D.2.7.6.5. Projection, voice amplification and other equipment that may be needed for in-person meetings.

D.2.7.6.6. Meeting Logistics: The Offeror will be responsible for providing transportation, lodging, and food for ISBE staff attending meetings located at locations external to ISBE headquarters (e.g., meetings at the Offeror's headquarters, scoring sites and other events), as well as meeting room and meeting technology-related costs. The Offeror is expected to also be responsible for the cost of subcontractor staff attending meetings.

The Offeror should describe how it will ensure travel related reimbursements will conform with [CMS Travel Reimbursement Schedule](#).

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- D.2.7.7.** Risk Management: The Offeror will be responsible for identifying, communicating about, and mitigating risks to the project. The Offeror should describe its approach to risk management. The Offeror should describe lessons learned from other State assessment programs it will implement to prevent/minimize risks.
- D.2.7.7.1. The Offeror will be expected to develop a Risk Management Plan for ISBE review and approval within 90 days of Contract execution. The Proposal should describe how the Offeror will mitigate risks and how it will communicate risks to ISBE and, conversely, how risks identified by ISBE will be communicated.
- D.2.7.7.2. The Offeror will be expected to develop and maintain a risk management log of all activities at risk of not being completed on time. For each of the activities recorded in the log, the Offeror should indicate the reason why the activity is at risk of not being completed on schedule, the level (high, medium, low) of risk to the project resulting from the delay/risk, activities impacted by the delay/risk, a description of how the Offeror plans to resolve/mitigate the delay/risk, including the projected date by which the risk will be resolved, and the person responsible for the resolution. The Proposal should include a sample risk management log.
- D.2.7.7.3. The Offeror should describe how it will ensure that the risk management log is updated and posted to the secure file sharing platform during the first week of each month or more frequently when circumstances dictate and/or requested by ISBE.
- D.2.7.8.** **Quality Management:** The Offeror is expected to implement quality assurance procedures and practices to eliminate/minimize deficiencies from occurring prior to implementation of project requirements and quality control procedures to detect deficiencies that may occur during implementation of those requirements.
- D.2.7.8.1. Quality Assurance and Control Plan: Within 90 days of Contract execution, the Offeror is expected to provide ISBE with a plan that describes the quality assurance and quality control processes and procedures it will implement to ensure that all products and services provided under the Contract are high-quality, error-free, delivered on time and on budget. The description should cover all components of the IAR from test development through reporting and draw on quality practices included in the:
- [CCSSO's Criteria for Procuring and Evaluating High-Quality Assessments](#)
 - [AERA/APA/NCME Standards for Educational and Psychological Testing](#)
 - [Association of Test Publishers Operational Best Practices for Statewide Large-Scale Assessment Programs](#)
- D.2.7.8.2. Response to Quality Issues: The Offeror will be expected to implement rigorous quality control procedures to ensure products and services delivered during all phases of the program are high-quality. For

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deficiencies or errors identified by the Offeror as a result of carrying out its own quality control procedures, the Offeror should describe its plan to conduct the following activities as the situation dictates:

- Analyses to identify the root cause and extent of errors
- Revision of computer applications
- Reproduce products or other materials
- Provision of additional training for Offeror staff, ISBE staff, or LEA personnel
- Correction, reproduction, and delivery of data files
- Correction, reproduction, and delivery of reports
- Repair, replace and/or add equipment

For any error(s) that are *not* detected and corrected by the Offeror during its quality control activities that are later discovered in the operational environment by the Offeror, ISBE, or LEA staff, the Offeror should describe its plan to:

- Immediately notify ISBE when the error(s) is discovered.
- With input from ISBE, develop a plan for correcting the error. The plan should include a description of how timely and forthright information related to the error will be communicated to all affected stakeholders.
- Take responsibility for correcting the error(s) at its expense.

Note: Errors may result in liquidated damages as described in Section 3, F30.3

D.2.7.8.3. Quality Performance Indicators/Metrics: The Offeror's Proposal should provide ISBE with a proposed set of performance indicators and associated metrics that will be reported at the end of each testing cycle that are indicative of the quality of the products and services delivered during the testing cycle. The indicators/metrics will be mutually agreed upon by the Offeror and ISBE before final implementation.

The indicators/metrics should address such activities as number and percentage of items or passage sets passing through to approval for operational use or metrics related to form development delivery, such as the percentage of items that render as intended between the authoring system and test administration platform. The Offeror is expected to be responsible for collecting the data needed to generate the indicators/metrics throughout the testing cycle. Other examples include, but are not limited to percentage of items presented to ISBE for review prior to educator review committees that are accepted without edits, percentage of tasks/milestones identified in the Master Work Plan

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completed on time, and percentage of items that survive field testing.

- D.2.7.8.4. Quality Report: The Offeror should submit a Quality Report to ISBE at the end of each testing cycle. The report should include a compilation of the quality indicators/metrics for the testing cycle and, based on the metrics, areas in which the project has succeeded and areas in need of improvement. For areas in need of improvement, the report should propose improvement activities.

D.3. MILESTONES AND DELIVERABLES:

Note, this section is unscored, as it is assumed to be a summary of all work, services, and products described in Section D.2.

Table 3. Project Milestones and Deliverables

| Deliverables | Timeline |
|---|--|
| From D.2.1. Content Aligned to Illinois Learning Standards Test items and any associated texts, graphics, audio, video, or other technology-enhanced elements that are aligned to the Illinois Learning Standards and Agency development specifications. | |
| Deliverables | Timeline |
| Item, text, graphics, and multi-media content metadata to be retained in the secure authoring and hosting bank demonstrating specific alignment to the Illinois Learning Standards and the components of the “Criteria for Procuring and Evaluating High-Quality Assessments” described in D.2.1. | Metadata will be maintained up to date in the secure hosting platform and updated as necessary. Specific structures for recording this metadata should be determined collaboratively with ISBE within 30 days of Contract execution and reviewed annually no later than June 30 of each Contract year. |
| From D.2.2. Development and Management of the Item Bank Secure authoring, hosting, and management of both existing Illinois-owned and Offeror-created and/or leased/licensed content. | |
| Deliverables | Timeline |
| Provision of a secure hosting and management system capable of creating new assessment content or modifying stored assessment content meeting all mandatory technical requirements specified in D.1.2. | Secure hosting and management system will be made accessible to all permissioned ISBE staff and/or their permissioned designees upon Contract execution and maintained for the life of the Contract. |
| Spreadsheet containing an audit trail for all development. This spreadsheet will record the authoring date and personnel, the copy-editing date and recommendations, and the date and recommendations made during the independent or third-Party review prior to initial submission to ISBE. | Spreadsheet will be maintained up to date in secure hosting platform on an ongoing basis to ensure that all edits and reviews are trackable. |

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| Deliverables | Timeline |
|---|---|
| Spreadsheet containing all secured permissions for legacy and new development created and maintained. | All permissions for operational and field test items should be secured no later than September 30 of the year in which they will be administered. Spreadsheet will be maintained up to date in secure hosting platform. |
| Preliminary Lexile Framework data provided for all secured texts submitted for review and finalized Lexile Framework data for all approved texts maintained within the text and associated item metadata. | Preliminary Lexile Framework data will be provided upon submission to ISBE for review. Finalized Lexile Framework data should be added to and maintained within the metadata for the text and associated items upon acceptance of the text by ISBE and educator committees. |
| Submission of items and all associated texts, graphics, audio, video, and other technology-enhanced elements within the secure authoring and hosting environment in a quantity sufficient to meet the item development specification requirements specified in Appendix B. An overage should be provided to ensure that the quantity surviving all stages of review, including field testing, satisfies the development requirements. | Items and all associated text and multi-media content will be provided within the secure authoring and hosting platform. All items and/or text, graphics, or multi-media content should be fully accessible to permissioned ISBE staff and/or their permissioned designees for review prior to any committee reviews. A minimum of 10 business days per grade level are required for ISBE staff to review and approve items. The secure authoring and hosting system should contain a mechanism whereby ISBE staff and/or their designees can approve, reject, or provide suggestions for edit for each item. |
| Scoring training materials for items developed, updated, and stored within the secure authoring and hosting system. | Fully accessible to permissioned ISBE staff and or their permissioned designees at the time of item submission and updated as necessary. All scoring training materials and related metadata must be maintained with the secured environment on an ongoing basis. |
| Metadata for all items within the secure authoring, hosting, and management system contains all current licensing information and Lexile levels. | Annually in September. |
| From D.2.3. Creation of Forms (Non-Accommodated and Accommodated) | |
| Deliverables | Timeline |
| Annual review of all blueprint and form-creation specifications in collaboration with ISBE. Any ISBE-approved updates to existing documents will be made and posted within the shared document hosting site. | All existing documents will be reviewed collaboratively and approved by ISBE for immediate use within 30 days of execution of the Contract. Thereafter, collaborative review and any ISBE-approved edits should be made no later than June 30 of the Contract year. |

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| Deliverables | Timeline |
|---|--|
| Creation of the equivalent of three online core forms per content and grade level and one accommodated form per content and grade level in accordance with all ISBE blueprint specifications and in alignment with the Illinois Annual Form Development Process provided in Appendix I. | Proposed forms and psychometric analyses confirming that all forms meet specifications and are parallel in construction should be provided to ISBE staff for review and approval via the secure authoring and hosting system no later than October 15 of each Contract year. |
| Submission of an independent expert review in each area of the requested accommodations to be applied. The document will be provided in the shared document hosting site and will contain names and dates of expert review and all recommendations for ensuring that the accommodated form can meet the needs of each applicable accommodation (e.g., ASL, Braille, large print, Text to Speech, Spanish transadapted math, large print Spanish, Text to Speech Spanish). | No later than October 1 of each Contract year. |
| Submission of verification to ISBE within the shared document hosting site that all core forms (accommodated and non-accommodated) are screen-reader compliant, contain encoded closed captions for any multi-media text, include glossing capabilities, and are fully compliant with AIP and ARIA tagging standards. | No later than October 1 of each Contract year. |
| Prior to ISBE review (or that of its designated reviewers for special populations) and following initial expert review, application of all accommodations to core forms will be made and subjected to independent expert review to confirm the accommodations have been appropriately applied. ISBE will be provided with documentation within the shared document hosting site that such review has occurred, as well as any recommendations made as a result. | No later than October 15 of each Contract year. |
| Field test plan collaboratively reviewed, and finalized plan posted to shared document hosting site. | No later than October 15 of each Contract year. |
| Mathematics field testing forms created utilizing an embedded field test design and made available for ISBE review and approval within the secure authoring and hosting system. | No later than November 1 of each Contract year. |
| ELA/L field testing forms created utilizing a stand-alone field test design and made available for ISBE review and approval within the secure authoring and hosting system. | No later than November 1 of each Contract year. |

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| Deliverables | Timeline |
|--|--|
| From D.2.4. Educator Review of Items and Forms | |
| Deliverables | Timeline |
| Training and supporting materials for all educator committees posted to shared document site for ISBE review and approval prior to distribution to educators. | Submitted for approval no later than 30 days prior to each specific committee convening. All finalized materials must be available for distribution to educators no less than 10 business day prior to their committee convening. |
| All necessary meeting space (in person or virtual), room and board, travel and stipend/sub-pay, technology, and accessibility support and facilitation provided for each of the following committees: | Anticipated meeting months (exact dates TBD with ISBE on an annual basis): |
| Data Review Committee | Data Review Committee - August |
| Test Form Verification Committee | Test Form Verification Committee - October |
| Text Review Committee | Text Review Committee - November |
| Content Review Committee | Content Review Committee - April or May |
| Bias and Sensitivity Review Committee | Bias and Sensitivity Committee - April or May |
| Range Finding Committee | Range Finding Committee - June |
| Spreadsheet of eligible and attending educators for each committee will be posted to shared document hosting site. Record of any expenses, including sub-pay or stipend, made to any educator will be included within the spreadsheet. | An initial list of eligible educators should be collaboratively developed within 30 days of Contract execution. This spreadsheet should be maintained up to date throughout the year and should contain updated information about invitation acceptance, attendance, and any payments made to educators. |
| Summary notes of each committee meeting and submission of educator experience survey results will be posted to shared document hosting site within 10 business days of the meetings. | Posted within 10 business days of the conclusion of each respective meeting. |
| Record of acceptance, acceptance with suggested edits, or rejection with rationale will be posted to shared document hosting site for review with ISBE staff within 10 business days of the meetings. | Posted within 10 business days of the conclusion of each respective meeting. |
| Item metadata must be updated to reflect the final ISBE decision following any committee meetings. | Updated within the secure authoring and hosting system within five business days of receipt of ISBE final decision. |
| From D.2.5. Transfer of Content and Forms | |
| Deliverables | Timeline |

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| Deliverables | Timeline |
|---|--|
| Confirmation within the permissions spreadsheet that all permissions are secured both for legacy development and new development prior to handoff of operational/field test content packages to Administration Vendor. | Annually in September. |
| All previously developed content, ancillary content, and metadata successfully ingested into secure authoring and hosting environment. | Within 30 days of Contract execution. |
| All content packages (accommodated and non-accommodated) and all field test packages prepared in conformance with current QTI standards. | Content packages and field test packages, forms and all ancillaries (e.g., scoring guides) should be readied for transmission to administration platform no later than November 1 of each Contract year. |
| Collaborative transmission and/or receipt of content will occur between and amongst all involved Parties to ensure that content packages, including all scoring rubrics/rules and ancillary items, render correctly across platforms. | Finalized process will be documented for approval within the shared document hosting site for ISBE approval within 30 days of Contract execution and revised as necessary on an annual basis. All steps of the process/ handoffs should be clearly documented in a spreadsheet to be maintained up to date in the shared document hosting site. |
| Review of transmitted forms conducted within the test administration platform to ensure the accurate application of all content and scoring. | Submission of a review in the shared document hosting site signifying that content renders as expected. |
| All items, ancillaries, and metadata transferred at close of Contract or at ISBE request. | Documentation of successful ingestion into receiving system submitted within 10 business days of request following transfer. |
| From D.2.6. Psychometric Services | |
| Deliverables | Timeline |
| Provision of all analyses as described in D.2.6. for collective review with ISBE and/or with ISBE TAC and/or advisory committees. | All analyses are due on an annual basis. Exact dates are TBD collaboratively with ISBE. These dates will be agreed to during the annual planning meeting and documented in the Annual Master Schedule and Workplan. The psychometric team is expected to be available for discussion and presentation to TAC or other advisory committees approximately four times annually. |

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| Deliverables | Timeline |
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| Technical manual produced annually according to specifications in D.2.6. | Date for final publication shall be annually determined in collaboration with ISBE and documented in the Annual Master Schedule and Workplan. ISBE should be afforded no less than 20 business days for review of the final draft prior to the agreed upon date of publication. |
| Peer-review support will be provided as detailed in D.2.6. The specifics of this work may vary on an annual basis, and all work will be collaboratively agreed upon and approved by ISBE. | This work will be determined collaboratively on an annual basis and/or in response to any immediate needs. All work product submission dates will be documented in the Annual Master Schedule and Workplan. |
| From D.2.7. Quality Control and Project Management Support | |
| Deliverables | Timeline |
| Secure file share platform provided and hosted. All documents within development and finalized formats should be fully accessible to permissioned ISBE staff and/or their permissioned designees. Documents should be prepared utilizing Microsoft applications and fully accessible to ISBE staff for editing. | Upon execution of Contract. |
| Finalized documents in PDF format for public posting bear only ISBE-supplied branding, version name, and date. | Upon finalization and ISBE-approved posting of all documents. |
| All deliverable artifacts will be housed and readily available to ISBE within the shared document repository. | Upon completion of deliverable. |
| Annual Master Schedule and Workplan developed and made available for ISBE approval. | Date TBD on an annual basis with ISBE. A draft copy should be available as part of each annual kickoff meeting with any agreed upon changes reflected in the finalized document posted on the shared document hosting site. Once approved, any changes to the Annual Master Schedule and Workplan must be approved by ISBE prior to the date the change is scheduled to be implemented. |
| Hosting of an annual kickoff meeting to be held at ISBE Springfield headquarters, where a detailed timetable inclusive of all handoffs and responsible Parties will be shared. All guidance documents also will be reviewed as part of this work. | Within 30 days of Contract execution and annually no later than July 30 of each Contract year. Agenda is due for ISBE approval at least 10 business days prior to meeting, and all meeting notes are to be posted no later than three business days following the meeting. |

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| Deliverables | Timeline |
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| Quarterly planning meetings and monthly management meetings to be held virtually | Monthly management reports should be posted five business days prior to each monthly meeting, and all notes should be posted within three business days of meeting. |
| Annual Quality Report and virtual project review meeting | No later than June 1 of each Contract year. Meeting agenda and draft of quality report is due five business days prior, and final notes and report are to be posted no later than three business days following the meeting. |
| Weekly and ad hoc virtual meetings | Agenda and notes should be regularly updated and maintained with the shared document hosting site. |
| Creation and maintenance of an action log, risk management log, and monthly management report as described in D.2.7. | Created upon Contract execution and maintained up to date in shared document hosting site, |
| Virtual and onsite meeting facilitation, toll-free teleconferencing line and video/file sharing application, any accommodations necessary for participation, and all meeting logistics inclusive of travel arrangements are to be made available on an ongoing basis as described in D.2.7. | Upon execution of Contract and on an ongoing basis. |
| Quality assurance and control plan as described in D.2.7. to be developed and maintained up to date in the shared document hosting site | Initial plan due for ISBE approval within 90 days of Contract execution and updated for ISBE approval annually no later than June 30 of each Contract year. All documentation related to the approved plan is expected to be maintained up to date within the shared document hosting site. |
| Performance indicators and metrics to be annually reviewed collaboratively with ISBE. | Proposed indicators and metrics due for ISBE approval within 90 days of Contract execution and updated for ISBE approval annually no later than June 30 of each Contract year. All documentation is expected to be maintained up to date within the shared document hosting site. |

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D.4. OFFEROR / STAFF SPECIFICATIONS:

D.4.1. Evidence of Staff Capacity and Experience - Key Staff (19 points for this section)

For all of the key staff positions listed below there are minimal requirements to be met. Two or three points per position may be awarded for capacity and experience beyond the minimum, depending on the extent to which evaluators feel the capacity and experience of the proposed key staff exceed the minimum requirements.

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| D.4.1.1. (3 points) The Offeror must provide at least one full-time equivalent (FTE) project manager with a minimum of three years of experience in providing project management of a State assessment. Capacity and experience beyond the minimum is desired. The Offeror should provide evidence of the capacity and experience of the assigned staff. | |
| Years of Experience: | Enter relevant years of experience here. |
| Narrative: | Enter relevant supporting detail as evidence of the required skill here. |
| Projects and Duration: | Enter all relevant projects here, including the project duration for each. |
| D.4.1.2. (3 points) The Offeror must provide a psychometrician with a doctorate degree and a minimum of three years of experience providing psychometric support related to assessment content and form development for a Federally peer-reviewed summative assessment. Capacity and experience beyond the minimum is desired. The Offeror should provide evidence of the capacity and experience of the assigned staff. | |
| Years of Experience: | Enter relevant years of experience here. |
| Narrative: | Enter relevant supporting detail as evidence of the required skill here. |
| Projects and Duration: | Enter all relevant projects here, including the project duration for each. |
| D.4.1.3. (3 points) The Offeror must provide a minimum 75 percent FTE ELA/L content lead with a minimum of three years of experience authoring or supervising the development of ELA/L assessment content for an assessment aligned with the Common Core Standards-aligned assessment. Capacity and experience beyond the minimum is desired.. This individual will serve as the key content collaborator with ISBE responsible for ensuring that items and forms align with the specifications provided by ISBE. The Offeror should provide evidence of the capacity and experience of the assigned staff. | |

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| Years of Experience: | Enter relevant years of experience here. |
| Narrative: | Enter relevant supporting detail as evidence of the required skill here. |
| Projects and Duration: | Enter all relevant projects here, including the project duration for each. |
| <p>D.4.1.4. (3 points) The Offeror must provide a minimum 75 percent FTE Mathematics content lead with a minimum of three years of experience authoring or supervising the development of Mathematics assessment content for an assessment aligned with the Common Core Standards-aligned assessment. Capacity and experience beyond the minimum is desired.. This individual will serve as the key content collaborator with ISBE responsible for ensuring that items and forms align with the specifications provided by ISBE. The Offeror should provide evidence of the capacity and experience of the assigned staff.</p> | |
| Years of Experience: | Enter relevant years of experience here. |
| Narrative: | Enter relevant supporting detail as evidence of the required skill here. |
| Projects and Duration: | Enter all relevant projects here, including the project duration for each. |
| <p>D.4.1.5. (3 points) The Offeror must provide a minimum 25 percent accommodation specialist with a minimum of three years of experience authoring or supervising the development of accommodations and accessibility features for an assessment aligned with the Common Core Standards-aligned assessment. Capacity and experience beyond the minimum is desired.. This individual will serve as the content collaborator with ISBE responsible for ensuring that items and forms align with the accommodation and fairness specifications provided by ISBE. The Offeror should provide evidence of the capacity and experience of the assigned staff.</p> | |
| Years of Experience: | Enter relevant years of experience here. |
| Narrative: | Enter relevant supporting detail as evidence of the required skill here. |
| Projects and Duration: | Enter all relevant projects here, including the project duration for each. |
| <p>D.4.1.6. (2 points) The Offeror is expected to provide a minimum 25 percent minimum FTE quality assurance manager, whose responsibilities would include overseeing or managing such quality control areas as, but not limited to, ensuring customer service compliance, copy editing, website accessibility compliance, etc., with a minimum of</p> | |

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| three years of experience supporting a State's Federal accountability assessment. Capacity and experience beyond the minimum is desired. The Offeror should provide evidence of the capacity and experience of the assigned staff. | |
| Years of Experience: | Enter relevant years of experience here. |
| Narrative: | Enter relevant supporting detail as evidence of the required skill here. |
| Projects and Duration: | Enter all relevant projects here, including the project duration for each. |
| D.4.1.7. (2 points) The Offeror is expected to provide a minimum 50 percent information services manager with a minimum of three years of experience working on a State's Federal accountability assessment. Capacity and experience beyond the minimum is desired. Note: It is only acceptable for the minimum to be 50 if this person is supporting multiple State clients on the same platform and IS systems. The Offeror should provide evidence of the capacity and experience of the assigned staff. | |
| Years of Experience: | Enter relevant years of experience here. |
| Narrative: | Enter relevant supporting detail as evidence of the required skill here. |
| Projects and Duration: | Enter all relevant projects here, including the project duration for each. |

D.4.2. Replacement Candidates

- D.4.2.1.** The candidate assigned by the Offeror to the project shall possess the skills, abilities and experience necessary to successfully perform the roles to which they are assigned. The Offeror shall not knowingly offer a candidate who is unfit and unskilled for the work to be performed.
- D.4.2.2.** Offeror shall dedicate an individual to serve in the position described herein. If the candidate becomes unavailable, the Offeror shall notify the State in writing as early as possible.
- D.4.2.3.** If candidate becomes unavailable during the term of the Contract or it is determined by ISBE that 1) the candidate's performance is unsatisfactory or 2) the candidate cannot perform the objectives of the Contract, the Offeror will have 10 working days to provide a suitable replacement candidate. A replacement candidate must have qualifications that are equal to or better than those of the individual being replaced, and ISBE must approve the replacement candidate prior to assignment to the project.
- D.4.2.4.** If ISBE accepts a replacement candidate, the Offeror shall provide the replacement candidate at the same or a lower hourly rate than the individual being replaced, and, at no additional charge, for as many hours as ISBE requires to complete any orientation and attain the level of project proficiency of the individual who is being replaced. Orienting is defined as the replacement candidate becoming acquainted with the State of Illinois, ISBE, and the project environment.

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D.4.2.5. If, during the course of the Contract, the Offeror is unable to propose, within 10 working days of the provided personnel becoming unavailable or the determination by ISBE that a particular individual is performing unsatisfactorily or cannot perform the objectives of the Contract, a replacement candidate who meets the position requirements, ISBE reserves the right to cancel the Contract in whole or in part without penalty.

D.4.2.6. During the term of the Contract and any renewal option, Offeror will maintain current information about formal education, training, certifications, and licenses of the candidate. The Offeror will maintain current information about skills and experience acquired through similar engagements. The Offeror shall make any and all of this information immediately available to ISBE, upon request.

D.5. TRANSPORTATION AND DELIVERY TERMS: N/A

D.6. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS: Please either respond in the space below or in the following prescribed format: Please organize your submission in the packets described in Section A.

D.7. SUBCONTRACTING

D.7.1. Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a Contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State Contract, including subleases from a lessee of a State Contract. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive \$100,000 or more annually under the Contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3, Part I.

D.7.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the Contract. If required, Offeror shall provide the State a copy of all such subcontracts within 15 days after execution of the Contract or the subcontract, whichever occurs later.

D.7.3. Any subcontracts entered into prior to award of the Contract are done at the sole risk of the Offeror and subcontractor(s).

D.8. WHERE SERVICES ARE TO BE PERFORMED

D.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the Contract by Offeror.

D.8.2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of Contract if the Offeror shifts any such work outside the United States.

D.8.3. Location where services will be performed: [Click here to enter text.](#)

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D.8.4. Percentage of Contract of services performed at this location: [Click here to enter text.](#)

Include Part D and related attachments in Packet 1

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SECTION 2.

E. PRICING

E.1. FORMAT OF PRICING:

E.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Offeror's price Offer shall serve as the basis for the compensation terms of the resulting Contract. Failure to submit pricing as shown in this section may render Offeror's entire Offer non-responsive and ineligible for award.

E.1.2. Pricing shall be submitted in the following format: Total price for the initial two-year term of the contract Pricing must be entered into BidBuy under the Items tab.

E.2. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this Contract is firm.

E.3. EXPENSES ALLOWED: Expenses are not allowed as follows:

E.4. DISCOUNT: The State may receive a N/A percent discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.

E.5. TAXES: Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency's Illinois tax exemption number and Federal tax exemption information.

E.6. OFFEROR'S PRICING OFFER: Attach additional pages if necessary or if the format of pricing specified above in Section E.1 requires additional pages.

E.6.1. Offeror's Price for the Initial Term: [Click here to enter text.](#)

E.6.2. Renewal Compensation: If the Contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

E.6.2.1. Agency Formula for Determining Renewal Compensation: Renewal pricing must be entered into BidBuy under the Items tab.

E.6.2.2. Offeror's Price for Renewal(s): [Click here to enter text.](#)

Include Section 2 Part E and related attachments in Packet 2

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SECTION 3.

F.1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This Contract has an initial term of *July 1, 2023 or date of execution, whichever is later through June 30, 2025*. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

1.1.1. In no event will the total term of this Contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

1.1.2. Vendor shall not commence billable work in furtherance of this Contract prior to final execution of this Contract except when permitted pursuant to 30 ILCS 500/20-80.

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): *One five year renewal*

1.2.1. Pricing for the renewal term(s), or the formula for determining price, is shown in the Pricing section of this Contract.

1.2.2. Any renewal of this Contract is subject to the same terms and conditions as apply to the initial term of this Contract unless otherwise provided in the Pricing section. The State may renew this Contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. This Contract may neither renew automatically nor renew solely at the Vendor's option.

1.3. TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if (a) the State determines that the actions or inactions of the Vendor, its agents, employees, or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform this Contract.

If Vendor fails to perform any material requirement of this Contract to the State's satisfaction, is in violation of a material provision of this Contract, or the State determines that the Vendor lacks the financial resources to perform the Contract, then the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either (a) immediately terminate this Contract without additional written notice or (b) enforce the terms and conditions of this Contract.

For termination due to any of the causes contained in this section, the State retains its rights to seek any available legal or equitable remedies and damages.

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- 1.4. TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days' prior written notice to Vendor, terminate this Contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

1.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this Contract up to and including the date of termination.

- 1.5. AVAILABILITY OF APPROPRIATION:** This Contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60); (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

F.2. PAYMENT TERMS AND CONDITIONS:

- 2.1. LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. (30 ILCS 540; 74 ILL. ADM. CODE 900) This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

- 2.2. MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a Contract of \$1,000 or more under Sections 20-10, 20-15, 20-25, or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under this contract and deposit the fee in the Comptroller's Administrative Fund. (15 ILCS 405/23.9)

- 2.3. EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Contract by the Parties even if the effective date of this Contract is prior to execution.

- 2.4. PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with this Contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective Contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov/>) to ensure understanding of prevailing wage requirements.

- 2.5. FEDERAL FUNDING:** This Contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the goods/services paid using Federal funds and the total

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Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

2.6. INVOICING: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this Contract, and the amount billed and expenses incurred are as allowed in this Contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. (30 ILCS 105/25) All invoices are subject to statutory offset. (30 ILCS 210)

2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

2.6.2. Vendor shall invoice at the completion of this Contract unless invoicing is tied in this Contract to milestones, deliverables, or other invoicing requirements agreed to therein.

F.3. ASSIGNMENT: This Contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

F.4. SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this Contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this Contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this Contract. All subcontracts must include the same certifications that Vendor must make as a condition of this Contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

F.5. AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this Contract and any subcontract necessary to support amounts charged to the State pursuant to this Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under this Contract or completion of the Contract, and by the subcontractor(s) for a period of three years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay Contract costs, the Vendor and its subcontractors must retain their respective records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this

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section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- F.6. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this Contract. Vendor shall continue to perform its obligations while any dispute concerning this Contract is being resolved unless otherwise directed by the State.
- F.7. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- F.8. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this Contract without penalty if performance does not resume within 30 days after the declaration.
- F.9. CONFIDENTIAL INFORMATION:** Each Party to this Contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this Contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this Contract, in whatever form it is maintained, promptly at the end of this Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- F.10. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this Contract.
- F.11. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties,

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covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this Contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third Party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- F.12. INSURANCE:** Vendor shall, at all times during the term of this Contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide (a) General Commercial Liability insurance in the amount of \$1 million per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2 million Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of \$1 million per occurrence; and (c) Workers' Compensation insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- F.13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent Contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- F.14. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.
- F.15. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Contract.
- F.16. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.
- F.17. APPLICABLE LAW:**
- 17.1. PREVAILING LAW:** This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 17.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. (44 ADM. CODE 750)
- 17.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/1) The State shall not enter into binding arbitration to resolve any dispute arising out of this Contract. The State of Illinois does not waive sovereign immunity by entering into this Contract.

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17.4. OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at www.ilga.gov/legislation/ilcs/ilcs.asp.

- F.18. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title, and interest in and to the claim or cause of action.
- F.19. CONTRACTUAL AUTHORITY:** The Agency that signs this Contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this Contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master Contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- F.20. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a Contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- F.21. NOTICES:** Notices and other communications provided for herein shall be given in writing via email whenever possible. If transmission via email is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- F.22. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.
- F.23. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide Contract performance updates to help ensure proper performance of this Contract. The State may consider Vendor's performance under this Contract and compliance with law and rule to determine whether to continue this Contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future Contract opportunities.
- F.24. FREEDOM OF INFORMATION ACT:** This Contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Contract. (5 ILCS 140)
- F.25. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

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STANDARD TERMS AND CONDITIONS

F.26. WARRANTIES FOR SUPPLIES AND SERVICES

- 26.1.** Vendor warrants that the supplies furnished under this Contract will (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including, but not limited to, all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of 12 months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances; and (e) not infringe any patent, copyright or other intellectual property rights of any third Party. Vendor agrees to reimburse the State for any losses; costs; damages; or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.
- 26.2.** Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 26.3.** Vendor warrants that all services will be performed to meet the requirements of this Contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor the performance of each individual and shall immediately reassign any individual who does not perform in accordance with this Contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

F.27. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this Contract.

F.28. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. (35 ILCS 5/216, 5/217) Please contact the Illinois Department of Revenue at 217-524-4772 for information about tax credits.

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EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

- G.** [Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 23-586SBE-CHFED-B-31690), including the standard terms and conditions, Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

| | |
|---|--|
| | Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency for the work performed shall be pursuant to the solicitation, resulting Contract, and Offeror's exceptions accepted by the State thereto as set forth below. |
| | STANDARD TERMS AND CONDITIONS |
| Section/ Subsection # | State the exception such as "add," "replace," and/or "delete." |
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| | ADDITIONAL OFFEROR PROVISIONS |
| New Provision(s), # et. seq. | Section/Subsection New Number, Title of New Subsection: State the new additional term or condition. |
| | |
| | |

By: [Click here to enter text.](#)

Signed: _____

Position: [Click here to enter text.](#)

Date: [Click here to enter text.](#)

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STATE SUPPLEMENTAL PROVISIONS

H.1. State Supplemental Provisions:

☐ Agency Definitions

[Click here to enter text.](#)

☐ Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

☐ American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

[Click here to enter text.](#)

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

[Click here to enter text.](#)

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

[Click here to enter text.](#)

☒ Agency Specific Terms and Conditions

Exceptions to SECTION 4:

F.4: Current paragraph states “For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Contract.” Please note that definition of “subcontractors” applies to the entirety of the Contract.

F.10: In addition to the provisions contained therein, the Vendor agrees to sign such documentation that may be reasonably requested by the State to insure that title is vested in the State.

F.11: The following provision is DELETED from the Contract: “Neither Party shall be liable for incidental, special, consequential or punitive damages.”

F.12: In addition to the provisions contained therein, the Vendor agrees to provide: (d) a Professional Liability Insurance Policy with a limit of liability not less than \$1 million for each claim, and not less than \$1 million in the aggregate on an annual basis, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder such as, but not limited to, systems analysis, system design, programming, data processing, consulting, system integration and information services. The Professional Liability coverage shall include contractual liability coverage in support of the Contractor’s indemnification agreements in favor of ISBE, shall be written on a “claims made” basis and must be maintained for a period of not less than three years following the date of final payment to the Vendor for all such services; (e) a Cyber Liability insurance Policy with limits of liability not less than

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\$2million per claim and \$2 million in the aggregate covering claims involving privacy violations, information theft, failure of computer security, wrongful release of personal information, damage to or destruction of electronic information, and failure to prevent transmission of malicious code, including expenses for notification as required by local, State or Federal guidelines. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of services. Such coverage shall either be maintained continuously for a period of two years after expiration or termination of this Agreement or secure a two-year extended reporting provision. The Vendor shall cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Vendor hereunder. Insurance shall not limit Vendor's obligation to indemnify, defend or settle any claims.

Additions to Section 4:

The following additional provisions are added to the provisions of Section 4:

- F.29. **PERFORMANCE OF THE SERVICES:** The Vendor shall perform the services (i) with a high degree of skill, care and diligence, (ii) in accordance with the highest professional standards, and (iii) in accordance with the schedule of deliverables set forth in the Proposal. The Vendor, and any subcontractors retained by the Vendor to perform services under this Contract, shall not discuss the services it is providing hereunder or engage in any public relations activities, including but not limited to, engaging the news media with regard to the services, unless specifically requested or allowed to do so by ISBE. The Vendor shall provide all personnel, materials and equipment necessary to undertake the services and to fulfill the purposes of this Contract. The Vendor will use personnel suitably qualified and experienced to perform the services in accordance with the requirements of this Contract. Neither the Vendor nor its personnel or subcontractors shall be considered agents or employees of the Agency or the State.
- F.30. **VENDOR DEFAULT:** The occurrence of any one or more of the following matters constitutes a default by the Vendor under this Contract (a Vendor Default):
- 30.1 The Vendor becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;
 - 30.1.1. The Vendor shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Vendor or of the Vendor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Vendor or for all or any part of the Vendor's property;
 - 30.1.2. Any case, proceeding or other action against the Vendor shall be commenced (a) seeking to have an order for relief entered against the Vendor as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Vendor or the Vendor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Vendor or for all or any part of the Vendor's property;
 - 30.1.3. The breach of any representation, certification or warranty made by the Vendor herein or the Vendor's failure to comply with any provision of this Contract; or

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STATE SUPPLEMENTAL PROVISIONS

30.1.4. The Vendor's attempts to assign, convey or transfer this Contract or any interest herein without the Agency's prior written consent.

30.2 Upon the occurrence of a Vendor Default, the Agency may, without prejudice to any other right or remedy it may have under this Contract or at law and/or in equity, terminate the Contract and/or the Vendor's right to perform services under this Contract. In either such case, the Agency may finish the services by whatever method it may deem expedient. Any damages incurred by the Agency as a result of any such Vendor Default shall be borne by the Vendor at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the Agency by the Vendor upon demand.

30.3 **LIQUIDATED DAMAGES:** The late delivery or untimely performance of the services required under this Agreement by the Vendor will cause irreparable harm to the Agency in light of its obligations under State and Federal law. As a result, the Agency shall have the right to assess liquidated damages as set forth in this subsection if the Vendor fails to meet any of the following deliverable dates in accordance with the schedule for deliverables set forth in the Agreement:

30.3.1. If Vendor fails to meet any of the foregoing deliverable dates, the Vendor shall pay to the Agency liquidated damages of \$20,000.00 per calendar day of delay for the shorter of either 30 calendar days or until the deliverables are made in accordance with this Agreement; provided, however, that no liquidated damages will be assessed during the time after delivery by Vendor and while still under review by the Agency. Said amount is a good faith estimate of damages based on average salary, staff commitment and time allocation, to address the harm that the State will sustain by reason of said failure, repercussions of which will be suffered throughout the Agency. The Parties mutually agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. The Agency may not collect liquidated damages and also claim damages for the same failure to meet the schedule. However, collecting liquidated damages or exercising the right to withhold payments does not prevent the Agency from claiming damages for subsequent failures to meet the time schedule.

F.31. **STUDENT RECORDS:** The Vendor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), and the Student Online Personal Protection Act (SOPPA) (105 ILCS 85/1), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA, and "covered information" as defined in SOPPA. Any use of information contained in student education records to be released must be approved by the Agency. To protect the confidentiality of student education records, the Vendor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Contract. Any student records in the Vendor's possession shall be returned when no longer needed for the purposes for which they were provided, or at the Agency's request, they shall be permanently destroyed, and the Vendor shall provide written confirmation upon the destruction of student records. Student records shall not be archived, stored or retained in any manner and shall not be retained for any period longer than the Term of the Contract.

F.32. **REPORTING:** During the Term, the Vendor will provide monthly progress reports due to the Agency on the 1st of each month. The Vendor will also provide a listing of the services completed as an accompaniment to all invoices sent to the Agency for payment together with such other supporting documentation as the Agency may reasonably request.

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- F.33. **KEY PERSONS:** The Parties agree that availability of and performance of services by, when assigned to perform such services, Vendor's staff are key to the satisfactory performance of this Contract by the Vendor. The Vendor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the Agency project manager except as follows:
- a. The Agency may request at any time the removal of (and the Vendor will remove) any individual performing services if the Agency reasonably believes that individual is not qualified to perform the services or tasks required of that individual.
 - b. Should any of the said key individuals cease employment with the Vendor during the Term or become unavailable to perform the work assigned to them, the Vendor shall immediately notify the Agency in writing of such occurrence. The Parties shall promptly confer and determine and provide for the basis upon which the Vendor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Vendor's performance of this Contract.
- F.34. **WEBSITE INCORPORATION:** The Agency expressly states that it will not be bound by any content on the Vendor's website, even if the Vendor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Agency has actual knowledge of such content and has expressly agreed to be bound by it in a written agreement that has been manually signed by an authorized representative of the Agency.
- F.35. **GENERAL PROVISIONS:**
- 35.1 **Entirety:** This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. The intent of the Contract is to include items and services necessary for the proper execution and completion of the services by the Vendor, including, without limitation, all such items and services which are consistent with, contemplated by, or reasonably inferable from the Contract, whether or not such items and services are specifically mentioned herein.
 - 35.2 **Certifications and Assurances:**
 - 35.2.1 The Vendor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/50-1-75) and all of the terms, conditions and provisions of those sections apply to this Contract the same as though they were incorporated and included herein.
 - 35.2.2 Vendor certifies that during the last five years no order, judgment or decree of any Federal authority has been issued barring, suspending, or otherwise limiting its right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Vendor further certifies that it will include this certification within every subcontract related to performance of this Contract.
 - 35.3 **Counterparts:** This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Signatures received by

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facsimile or signatures contained in a PDF by any of the Parties shall have the same effect as original signatures.

- 35.4 **Cumulative Rights:** Except as otherwise provided in this Contract, rights and remedies available to the Agency and/or the Vendor as set forth in this Contract shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to the Agency and/or the Vendor in any provision of this Contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- 35.5 **Amendment:** This Agreement may only be amended in writing signed by both Parties.
- 35.6 **Severability:** In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be not affected.
- 35.7 **Return of Property:** Upon termination or expiration of the Term or at ISBE's request, the Vendor shall immediately return all property to ISBE.
- 35.8 **Stevens Amendment:** Successful bidders will be subject to the provisions of Section 511 of P.L. 101-166 (the Stevens Amendment) due to the use of Federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of Federal funding involved. Approximately 0 percent of funds for the initial Contract period will be from Federal sources.
- 35.9 **Internal Controls:** If applicable and upon request, the Vendor shall provide the Agency, at no cost, with a copy of the most recent Annual Report or Form 10-K of itself or its holding company, its most recent audited internal control documents, including but not limited to Service Organization Control, SSAE 16, and SSAE 18 reports, which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.
- 35.10 **Mandatory Training(s):** The Vendor shall, at least annually, at the time and in a form chosen by the Agency in its sole discretion, complete ethics training pursuant to the State Officials and Employees Ethics Act, 5 ICLS 430/1 et. seq., sign a form approved by the Agency acknowledging the completion of such training, and submit such form to the Agency's Ethics Officer by a date determined by the Agency on an annual basis. Further, Vendor shall, at least annually, at the time and in a form chosen by the Agency in its sole discretion, complete any other State-mandated training(s), sign a form acknowledging the completion of such training if required by the Agency, and submit such form to the Agency's Ethics Officer by a date determined by the Agency on an annual basis.

F.36. STUDENT DATA PROVISIONS:

- 36.1 In the delivery of the services the Vendor may have access to information, including individually identifiable information, on students, including prior Illinois students (Student Data); educators, including educator licensure and service record data (Educator Data); programs; schools or institutions; and districts (collectively, Confidential Data) necessary for required Federal reporting, to audit and evaluate education programs and to perform studies for, or on behalf of, public elementary and secondary schools, all in a manner consistent with the Family Educational

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Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA), the Illinois School Student Records Act (105 ILCS 10/1, et seq.) (ISSRA), the Illinois Freedom of Information Act (5 ILCS 140)(FOIA), the Privacy Act of 1974, 5 U.S.C. § 552a, and other applicable laws.

- 36.2 The Confidential Data are and at all times will remain the sole property of ISBE. ISBE retains all right, title and interest in and to the Confidential Data and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents, and other similar proprietary rights therein).
- 36.3 The term "individually identifiable information" means information that is identifiable to a particular individual, program, classroom, school, institution or district, including, but not limited to, the following: (a) a first and last name; (b) a home or other physical address, including street name and name of a city, town, or county; (c) an email address; (d) a telephone number; (e) a Social Security, employer identification, student identification number, or biometric record; (f) test scores; or (g) clinical information, including any questionnaires, notes, or other documentation. Also includes other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty (34 C.F.R. § 99.3).
- 36.4 "De-identified data" means data that does not identify a particular individual, program, classroom, school, institution or district and with respect to which there is no reasonable basis to believe the data can be used to identify a particular individual, program, classroom, school, institution or district. Personally identifiable information has been removed or obscured from the data in a way that minimizes the risk of unintended disclosure of the identity of individuals, programs, classrooms, schools, institutions or districts and information about them. (34 CFR § 99.31(b)(1)).
- 36.5 Vendor must ensure that any third-Party Vendor of the Confidential Data working under or in collaboration with Vendor agrees by contractual terms to the provisions of this Agreement for the sharing, disclosure, re-disclosure, use, maintenance, security and destruction of the Confidential Data.
- 36.6 Injunctive Relief. Vendor agrees that an impending or existing violation of any provision of this Agreement would cause ISBE irreparable injury for which it would have no adequate remedy at law and that ISBE shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 36.7 Prior to the publication of any data or results from research performed under this Agreement, Vendor must provide ISBE with a copy of any proposed publication that is based on Confidential Information specific to the State of Illinois, or any subgroup with the State of Illinois, or any subgroup (whether or not it is identified as including Illinois students) of size less than 30. ISBE shall have the right to review and comment on any portion of the publication prior to public dissemination. ISBE shall have the right to redact any inadvertent disclosures of individually identifiable information or Confidential Information. Any redactions by ISBE shall be final and Vendor agrees that the publication of any material redacted by ISBE shall be considered a material breach of this Agreement. ISBE reserves the right to demand that the Vendor include in any material to be publicly released a disclaimer to the effect that "Such material does not necessarily reflect the views of ISBE or its employees."

36.7.1 Data Access, Use and Security:

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36.7.1.1 Restrictions on Vendor. The data access, use, and security restrictions set forth in this section shall apply to the receipt, use, disclosure, and maintenance of Confidential Data by Vendor. Vendor agrees to the following:

A. Confidential Data may only be used for the purpose or purposes authorized pursuant to this Agreement.

B. Vendor will comply with all applicable laws, materials, regulations and all other State and Federal requirements with respect to the protection of privacy, security and dissemination of the shared data including but not limited to the relevant requirements of: including but not limited to the relevant requirements of: the Social Security Act (42 U.S.C. §§1320d-2 through 1320d-7); U.S.C. Section 552(A)(Privacy Act of 1974, Public Law 93-579); Identity Protection Act (5 ILCS 179/1 et. seq.), FOIA (5 ILCS 140/7(1)(c); and Performance Evaluation Reform Act (PERA) (105 ILCS 5/24A-7.1).

C. Vendor will comply with the relevant requirements of FERPA (20 U.S.C. § 1232g) and ISSRA (105 ILCS 10/1 et seq.), regarding the confidentiality of Student Data, and specifically “education records” as defined in FERPA and “school student records” as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education records, Vendor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

D. Vendor shall abide by and be bound by the requirements of the U.S. Department of Education, Family Policy Compliance Office’s Guidance for Reasonable Methods and Written Agreements issued pursuant to the requirements of the Family Educational Rights and Privacy Act (Guidance). The Guidance is available at: http://www2.ed.gov/policy/gen/guid/fpco/pdf/reasonablemt_d_agreement.pdf

E. Vendor will comply with PERA’s confidentiality requirements regarding individual educator information (105 ILCS 5/24A-1 et seq.). The disclosure of educator or public school teacher, principal and superintendent performance evaluations is expressly prohibited under Section 24A-7.1 (105 ILCS 5/24A-7.1). Vendor will ensure that results from any analysis or evaluation of educator data will be published in a manner that protects the privacy and confidentiality of the individuals involved and that no educator, teacher or administrator can be personally identified from publicly reported aggregate data (Section 24A-20(a)(1)).

F. Vendor will follow ISBE’s confidentiality requirements for all ISBE data, pursuant to the Data Processing Confidentiality Act (30 ILCS 585/0.01 et seq.). Information obtained from any individual shall comply with the following terms and conditions, which include, but are not limited to:

- Be confidential;
- Not be published or open to public inspection;
- Not be used directly in any court in any pending action or proceeding; and
- Not be admissible in evidence in any action or proceeding.

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All records and other information maintained by ISBE regarding any person are confidential and shall be protected from unauthorized use and/or disclosure under this Agreement. Any dissemination or use of the Confidential Data for other than the primary purpose of this Agreement without the express written authority of ISBE is specifically prohibited. Confidential Data released under this Agreement are solely for the use of Vendor and are to be used only for the specific purposes as described in the Specifications.

G. In the event that any Confidential Data is required to be disclosed in response to a valid order of a court of competent jurisdiction or other governmental body of the United States or any political subdivisions thereof, Vendor shall first (a) notify ISBE of the order and provide a complete copy of such order to ISBE and (b) permit ISBE to seek an appropriate protective order. Vendor shall fully cooperate with ISBE if ISBE wishes to apply to such court for a protective order. Vendor shall only disclose the Confidential Data to the extent necessary and for the purposes of the court or other governmental body. Furthermore, Vendor must comply with the notice requirements of FERPA (34 C.F.R. § 99.31(a)(9)(ii)) when and if it is required to disclose any Student Data in accordance with a lawfully issued subpoena or court order. 34 C.F.R. § 99.33(b)(2).

H. Vendor must create and maintain a record of any disclosure of Confidential Data made to any other person or entity pursuant to this Agreement. The record of disclosure must record the name of any additional person or organization receiving the Confidential Data and their legitimate interest under 34 C.F.R. § 99.31 in requesting or obtaining the Confidential Data. The record must also describe the Confidential Data included within the disclosure by class, school, district, or other appropriate grouping. Upon ISBE's request, Vendor must provide a copy of the record of further disclosures to ISBE. 34 C.F.R. § 99.32(b)(2)(i) and (ii).

I. Nothing in this Agreement may be construed to allow Vendor to maintain, use, disclose, or share the Confidential Data in a manner not allowed by State or Federal law or regulation, including but not limited to FERPA (20 U.S.C. § 1232g) and ISSRA (105 ILCS 10/1, et seq.).

J. Vendor will not share Confidential Data with anyone, except those employees, Contractors, subcontractors and agents of Vendor with a legitimate interest in the Confidential Data for Audit, Evaluation, or Research and the relevant requirements of 34 C.F.R. § 99.32(a) applicable to the Confidential Data.

K. Vendor will instruct all persons having access to Confidential Data on the use and confidentiality restrictions set forth in this Agreement and sanctions for unauthorized disclosure and shall require all employees, Contractors, subcontractors, or agents of any kind to undertake the same obligations as Vendor hereunder and comply with all applicable provisions of FERPA and other State and Federal laws with respect to the Confidential Data. Vendor shall produce a written acknowledgement from all such persons verifying that the instruction required under this section has occurred.

L. Vendor will not disclose any individually identifiable information or Confidential Data under this Agreement in a manner which could identify an individual student, person, program, school, institution, or district except as

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authorized by ISBE and applicable law. Disclosure includes, without limitation, disclosure of information, research, or analysis in a manner that permits the personal identification of parents and students, as such terms are defined in the FERPA regulations (34 C.F.R Part 99), or individual identification of a person, program, school, institution, or district; and includes, de-identified or aggregate data in cell sizes of less than ten (10) for each category or subcategory of data, and de-identified or aggregate data in cell sizes of more than ten (10) for each category or subcategory that, when disaggregated could lead to indirect disclosure through the disclosure, through the cumulative effects of disclosures, or when combined with other data element(s) in the public domain.

M. Vendor may not re-disclose Student Data to any other person or entity unless permitted or required by law and approved in advance under an amendment to this Agreement. Re-disclosure of Student Data includes, without limitation, disclosure of information, research, or analysis in a manner that permits the personal identification of parents and students, as such terms are defined in the FERPA regulations (34 C.F.R. Part 99); and includes, de-identified or aggregate data in cell sizes of less than ten (10) for each category or subcategory of data, and de-identified or aggregate data in cell sizes of more than ten (10) for each category or subcategory that, when disaggregated could lead to indirect disclosure through the disclosure, through the cumulative effects of disclosures, or when combined with other data element(s) in the public domain.

N. Vendor will apply data disclosure avoidance techniques such as cell suppression, complementary suppression, blurring and perturbation as appropriate, in order to further minimize re-identification risks associated with possible future efforts to compare and link the Confidential Data with other data sets. Care will be taken when utilizing cell suppression alone to employ additional methods to ensure that sensitive student counts cannot be found through the use of available percentages or data in other related tables or sources. Data users will refer to the best practices outlined by the National Center for Education Statistics Statewide Longitudinal Data Systems in Technical Brief 3, "Statistical Methods for Protecting Personally Identifiable Information in Aggregate Reporting" (NCES 2011-603), to minimize, to the greatest extent possible, the risk that individuals could be identified. Furthermore, Vendor agrees not to attempt to re-identify de-identified Confidential Data and not to transfer de-identified Confidential Data to any Authorizer User unless that Authorized User agrees not to attempt re-identification.

O. Vendor certifies that it has the capacity to restrict access to the Confidential Data and maintain the security of electronic information, as more fully set forth below. Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of, ISBE. Vendor acknowledges that the use of unsecured telecommunications, including the Internet or email, to transmit individually identifiable or deducible information derived from this Agreement is strictly prohibited.

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P. Vendor agrees that all data transferred pursuant to this Agreement will be through encrypted transmission mechanisms. These may include but not be limited to secure FTP or web sites using SSL protocols. These measures will be extended by contract to all employees, Contractors, subcontractors, or agents that will receive Confidential Data provided by this Agreement and used by Vendor.

Q. Vendor will not provide any of the Confidential Data obtained pursuant to this Agreement to any Party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under subsections 99.67(c), (d) or (e) of Title 34 of the Code of Federal Regulations. 34 C.F.R. § 99.67 (c), (d) and (e).

R. Vendor agrees to fully report to ISBE as reasonable practicable, which in no event shall be longer than 48 hours of discovery of any infraction of the confidentiality provisions and any use or disclosure of Confidential Data not authorized by this Agreement or in writing by ISBE. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Confidential Data used or disclosed; (iii) who made the unauthorized use and/or received the unauthorized disclosure; (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use and/or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by ISBE.

S. Vendor agrees that Confidential Data shall not be archived or sent to a records center.

T. Vendor agrees to secure any and all data received pursuant to this Agreement and agrees to establish, secure and retain records of access and use of all Confidential Data received pursuant to this Agreement. Upon reasonable notice and during normal business hours, Vendor agrees to allow ISBE onsite inspection and access to all relevant data files and servers to verify data security and usage, as well as audit access, throughout the Term of this Agreement and for a period of three years following the end of the Term. The three-year period shall be extended for the duration of any audit in progress during the Term. No fees shall be assessed for such access, audit, or review, and Vendor agrees to cooperate with ISBE's reasonable efforts to verify data security and usage.

U. Any breach of the security of any Confidential Data provided to any person or entity under this Agreement shall be subject to the terms and provisions of the Personal Information Protection Act (815 ILCS 530/1, et seq.).

V. Vendor represents and agrees that any and all approvals for the research to be conducted using the Confidential Data, where required by law, from the Vendor or the Vendor's Institutional Review Board (IRB) have been obtained. ISBE may request a copy of any review completed by Vendor or the Vendor's IRB related to the Confidential Data; and Vendor shall provide ISBE with a copy of the requested review within ten (10) working days of ISBE's written request.

W. Vendor may not assign its obligations under this Agreement, or any part of its interest in this Agreement, without the prior written consent of ISBE. Any assignment made without said consent shall be null and void.

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X. Vendor recognizes and agrees that the Confidential Data it obtains under this Agreement is the property of ISBE and shall be disposed of or returned to ISBE within ten (10) days, upon ISBE's request. All Confidential Data received pursuant to this Agreement shall be disposed of upon termination, cancellation, expiration, or other conclusion of this Agreement. Disposal means the return of the Confidential Data to ISBE or destruction of the Confidential Data in a means outlined herein below, as directed by ISBE, including purging of all copies from the Vendor's computer systems. Upon disposal of the Confidential Data, Vendor shall provide ISBE with written certification. Vendor agrees to require all employees, Contractors, subcontractors, or agents of any kind to comply with this provision.

36.7.2 Protection of Data:

36.7.2.1 All Confidential Data shall be stored in a secure environment physically located in the continental United States with access limited to the least number of staff needed to complete the purpose of this Agreement. Only one complete copy of the Confidential Data is permitted to be maintained by Vendor; however, time-delimited temporary data analysis files may be created. Any temporary data file(s) and subsets of the original data set will be considered Confidential Data and subject to the terms and conditions of this Agreement. Vendor agrees to store data on one or more of the following media and protect the data as described:

A. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. If the workstation is located in an unsecured physical location the hard drive must have encryption to protect the Confidential Data in the event the device is stolen.

B. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. Backup copies for DR purposes must be encrypted if recorded to removable media.

C. Paper documents. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized individuals. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

D. Access via remote terminal/workstation over the Public Internet. Vendor must request authorization from ISBE for remote data access at the time of access. Vendor shall ensure safeguards are protocols are in place to secure the receipt and transmission of data.

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E. Confidential Data shall not be stored by Vendor on portable devices or media which include but are not limited to laptops, tablets, handhelds/PDAs, Ultramobile PCs, optical discs, CDs, DVDs, Blu-Rays, removable storage and flash memory devices unless specifically requested by the Vendor and authorized within this Agreement. The request must include methods for encrypting the data, controlling access to the data and physically protecting the device(s) containing the data.

36.7.3 Data Segregation:

36.7.3.1 Confidential Data must be segregated or otherwise distinguishable from non- Confidential Data. This is to ensure that when no longer needed by the Vendor, all Confidential Data can be identified for return or destruction. It also aids in determining whether Confidential Data has or may have been compromised in the event of a security breach.

36.7.3.2 Confidential Data shall be stored in one of the following methods:

- A. Confidential Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non- Confidential Data; or
- B. Confidential Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to confidential data; or,
- C. Confidential Data will be stored in a database which will contain no non- Confidential Data; or,
- D. Confidential Data will be stored within a database and will be distinguishable from non- Confidential Data by the value of a specific field or fields within database records; or
- E. When it is not feasible or practical to segregate Confidential Data from non- Confidential Data, then both the confidential data and the non-confidential data with which it is commingled must be protected as described in this Agreement.
- F. If the Vendor or its agents detect a compromise or potential compromise in the IT security for this data such that personal information may have been accessed or disclosed without proper authorization, Vendor shall give notice to ISBE in accordance with this Agreement.

36.7.4 Disposition of Data:

36.7.4.1 Upon termination of the Agreement, Vendor shall dispose of the data received along with backup copies and any temporary or permanent work files that contain confidential data and provide written notification of disposal. Failure to do so may prevent data sharing agreements with the organization in the future.

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36.7.4.2 Upon the destruction of the confidential data, the Vendor shall verify the disposition, in writing, and submit it to the ISBE authorized representative within 15 days of the date of disposal.

36.7.4.3 Acceptable destruction methods for various types of media include:

- A. For paper documents containing confidential or sensitive information, a Contract with a recycling firm to recycle confidential documents is acceptable, provided the Contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by onsite shredding, pulping, or incineration.
- B. For paper documents containing Confidential Data requiring special handling, recycling is not an option. These documents must be destroyed by onsite shredding, pulping, or incineration.
- C. If confidential or sensitive information has been contained on optical discs (e.g. CDs, DVDs, Blu-ray), the data Vendor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- D. If confidential or sensitive information has been stored on magnetic tape(s), the data Vendor shall destroy the data by degaussing, incinerating or crosscut shredding.
- E. If data has been stored on server or workstation data hard drives or similar media, the data Vendor shall destroy the data by using a “wipe” utility which will overwrite the data at least three times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).
- F. If data has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data Vendor shall destroy the data by using a “wipe” utility which will overwrite the data at least three times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

36.12. The terms and provisions of this Contract shall apply to the use of Confidential Data received by Vendor for so long as Vendor retains the data and shall survive the expiration or earlier termination of this Agreement.

☐ Other (describe)

[Click here to enter text.](#)

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COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor JB Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, health care facilities, schools, institutions of higher education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders

STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURE

- I.1.** If subcontracting is allowed by the Agency (see D.7.), then check Yes if subcontractors will be utilized or No if subcontractors will not be utilized. ☐ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a Contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State Contract, including subleases from a lessee of a State Contract.

All Contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Standard Illinois Certifications completed by the subcontractor.

- I.2.** The maximum percentage of the goods or services that are the subject of this Offer and the resulting Contract that may be subcontracted is 20%.

- I.3.** Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the Contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of Work: [Click here to enter text.](#)

- Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of Work: [Click here to enter text.](#)

If additional space is necessary to provide subcontractor information, please attach an additional page.

- I.4.** For the subcontractors identified above, the Offeror must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State as these are incorporated as a material term of the Contract.

- I.5.** If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Offeror is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Offeror must also provide a completed IPG Active Registered Vendor Disclosure (formerly named Forms B) for the subcontractor.

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COMMITMENT TO DIVERSITY REFERENCES
SECTION J

Please read this entire form and provide the requested information as applicable and per the instructions. Only the prime vendor's commitment to diversity will be evaluated. All signature areas contained in this form and requested attachments should be completed in full and submitted with the technical response.

Section II – Commitment to Diversity Category Selection

☐ **Category I (10 points available)**

Full points will be awarded if the Offeror submits a Utilization Plan meeting this solicitation's goal or demonstrating a commitment constituting a good faith effort. No points will be awarded if the Utilization Plan doesn't meet this solicitations' goal or demonstrate a commitment constituting good faith effort.

☐ **Category II (10__ points available)**

Provide a copy of your written supplier diversity program. Category II addresses the Offeror's own supplier diversity, not another entity's program.

The Offeror will receive full points if the written program includes:

- ☐ **A description detailing how the supplier diversity program promotes the use of diverse vendors in the supply chain.**
- ☐ **Policies governing advertising for subcontracting opportunities.**
- ☐ **Policies evaluating technical capabilities and experience of diverse suppliers.**
- ☐ **A description of the Offeror's relationships with agencies and organizations promoting supplier diversity in public or private sectors.**
- ☐ **A description of the Offeror's outreach efforts. Outreach efforts include but aren't limited to regular meetings with diverse businesses that provide information on how to do business with the Offeror and information about the Offeror's contracting forecasts.**

If the Offeror doesn't provide a written program, no points will be awarded.

☐ **Category III (20 points available)**

Provide a copy of your written training or mentoring program. Category III addresses the Offeror's own mentoring or training program, not another entity's program.

The Offeror will receive full points if the written program includes:

- ☐ **A description of the Offeror's training or mentoring program with businesses owned by women, minorities, or persons with disabilities.**
- ☐ **Debriefing procedures for unsuccessful diverse subcontractors.**
- ☐ **Technical assistance training for bid preparation, certification application assistance, estimating, loan application assistance, financial literacy counseling, grant application assistance, technology services, or compliance to governmental policies and regulations.**
- ☐ **Management assistance training for bid preparation, certification application assistance, estimating, loan application assistance, financial literacy counseling, grant application assistance, technology services, or compliance to governmental policies and regulations to an underrepresented business.**

If the Offeror doesn't provide a written program, no points will be awarded.

Section III – Signature

The undersigned certifies that the statements set forth in this document are true and correct, except as to matters therein stated to be on information and belief, and as to such matters, the undersigned certifies as aforesaid that he or she verily believes the same to be true.

Signature: _____

Date: [Click or tap to enter a date.](#)

Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Provide references from established firms or government agencies ([Click here to enter text.](#)) other than the procuring agency that can attest to Offeror's experience and ability to perform the Contract that is the subject of this solicitation.

J.1. Firm/Government Agency (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

J.2. Firm/Government Agency (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

J.3. Firm/Government Agency (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

J.4. Firm/Government Agency (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

Offeror Name: [Click here to enter text.](#)

Return Mailing Address: [Click here to enter text.](#)