

Nebraska Department of Education

REQUEST FOR PROPOSAL FOR SERVICES CONTRACT

SOLICITATION NUMBER - NAME	RELEASE DATE
NDERFP250530 – College Test	September 26 th 2025
OPENING DATE AND TIME	PROCUREMENT CONTACT
October 28 th , 2025, 2:00 p.m. Central Time	Jon Streich

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Nebraska Department of Education (NDE), Office of Teaching, Learning, and Assessment is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide a nationally-normed and widely-accepted standardized off-the-shelf College Entrance Exam to be administered to Third-Year Cohort students in the Spring of 2027. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as NDE reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by NDE and the Vendor (Parties). The Contract may include the option to renew for four (4) additional years upon mutual written agreement of the Parties, up to a maximum of five (5) years.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that NDE needs additional Vendors to supply the solicited services, this solicitation may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the bidder's solicitation response was evaluated, and 3) the bidder will honor the bidder's original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT: <https://das.nebraska.gov/materiel/bidopps.html> and <https://www.education.ne.gov/nde-contract-opportunities/>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website.

In addition, and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the Nebraska Department of Administrative Services' (DAS) public website.

The contents of this solicitation, and all responses, and all documentation provided therein, shall be the property of NDE and the data becomes public information. Per Neb. Rev. Stat. §84-602.04(4)(a), beginning July 1, 2014, a copy of all State contracts active on or after January 1, 2014 that are the basis for an expenditure of state funds will be made publicly available on a web site maintained by the Nebraska Department of Administrative Services. The web site data base will also include any amendments to such contracts and any documents incorporated by reference in Nebraska Department of Administrative Services such contracts. The web site will also contain a database that includes copies of all expired contracts which were previously included in the database of active contracts. The resulting contract, the Solicitation, and the awarded solicitation response will be posted online, and can be found on the NDE website at <https://www.education.ne.gov/nde-contract-opportunities/> and at <http://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

If the Contractor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other proprietary and commercial information which if released would give advantage to business competitors and serve no public purpose (Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, contractors submitting a written statement that information is proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although an effort may be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, as a state agency NDE is under no obligation to maintain confidentiality of proprietary information and accepts no liability for the release of such information.

All information in any submitted solicitation that the Vendor believes constitutes proprietary information that it wishes to have withheld from the public must be described in writing together with the basis for that belief and submitted to NDE prior to the time this Contract is executed.

CONTRACTORS MAY NOT HAVE THE ENTIRE CONTRACT DEEMED AS PROPRIETARY. Contract amounts are not proprietary information. Failure of the contractor to follow these instructions regarding proprietary information may result in the information being viewed by other businesses and the public.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless NDE and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against NDE, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

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GLOSSARY OF TERMS

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

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award)

ADVISER: Advanced Data Views Informing Students Educational Response (ADVISER) is the data system built on the ED- Fi® standard and using royalty free, open-source technologies and collecting, storing, and using data for educational purposes. It is an umbrella term for the district data collection systems, run by the Nebraska Department of Education and the Education Service Unit Coordinating Council.

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

Agent/Representative: A person authorized to act on behalf of another

Amend: To alter or change by adding, subtracting, or substituting

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

Automated Clearing House (ACH): Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive solicitations will be awarded according to the provisions in the solicitation

Balanced Assessment System: Assessments in a system are connected using specific learning targets (coherent), have multiple data sources to support instructional choices (comprehensive), and detail student progress over time (continuous)

Best and Final Offer (BAFO): In a competitive solicitation, the final offer submitted which contains Vendor's most favorable terms for price

Bid: See Solicitation Response

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a Solicitation Response

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise

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

Business Day: Any weekday, except State-recognized holidays

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

Cancellation: To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

Catalog/Non-Core: A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items.

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

Change Order: Document that provides amendments to an executed purchase order or contract

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

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties
Confidential Information: See Proprietary Information

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

Contract Award: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements

Contract Management: The management of day-to-day activities at the agency which includes but is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor

Contract Period: The duration of the contract

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

Cost Sheet: A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

Default: The omission or failure to perform a contractual duty

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

Ed-Fi®: A national education data standard and collection tool, created by the Ed-Fi Alliance organization, used by multiple states and software vendors.

Evaluation: The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period; not to be confused with "Renewal Period"

Foreign Adversary: Foreign adversary means a foreign adversary as determined pursuant to 15 C.F.R. 791.4 and Neb. Rev Stat § 73-903

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country

Goods: Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold

Installation Date: The date when the procedures described in "Installation by Vendor" and "Installation by NDE" as found in the solicitation or contract are completed

Interested Party: A person acting in their personal capacity or an entity entering into a contract or other agreement creating a legal interest therein

Late Request for Proposal Response: A Request for Proposal response received after the Opening Date and Time

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

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Module (see System): A collection of routines and data structures that perform a specific function of software

Must: See Shall

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

Non-core: See Catalog

Non-Responsive Request for Proposal Response: Any Request for Proposal response that does not comply with the requirements of the Request for Proposal or cannot be evaluated against the other Request for Proposal responses

Nonnegotiable: These clauses are controlled by state law and are not subject to negotiation

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal Request for Proposal responses

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

Outsourcing: The contracting out of a business process that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back

Payroll & Financial Center (PFC): Electronic procurement system of record

Performance Bond: An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the Vendor fulfills any and all obligations under the contract

Personal Property: See Commodities

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

Point of Contact (POC): The person designated to receive communications and to communicate

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

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

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

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract

Proposal: See Solicitation Response

Proprietary Information: Trade secrets, academic and scientific research work that is in progress and unpublished, or other information that, if released, would give an advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by the release of the information and the demonstrated advantage the named competitor(s) would gain by the release of such information by the State.

Protest/Grievance:

A complaint about a governmental action or decision related to the solicitation or resultant contract under NDE's Appeals Process.

Quote: See Solicitation Response

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent used by NDE as recommended by the Vendor

Release Date: The date of public release of the solicitation

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with "Extension"

Request for Proposal (RFP): See Solicitation

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

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

Solicitation Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

Subcontractor: Individual or entity with whom the Vendor enters a contract to perform a portion of the work awarded to the Vendor

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

Termination:

Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement

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

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or Vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

Upgrade: Any change that improves or alters the basic function of a product of service

Vendor: An individual or entity lawfully conducting business with NDE, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract

Will: See Shall

Work Day: See Business Day

ACRONYM LIST

AAAC: Assessment and Accountability Advisory Committee
ACH: Automated Clearing House
ADA: Americans with Disabilities Act
AI: Artificial Intelligence
AL: Assessment Literacy
ALD: Achievement Level Descriptor
AQuESTT: Accountability for Quality Education System, Today and Tomorrow
BAFO – Best and Final Offer
CAA: College Admission Assessment
CCC: Copyright Clearance Center
CF: Certified Facilitator Program
COI – Certificate of Insurance
CSEM: Conditional Standard Error of Measurement
CTT: Classical Test Theory
DAC: District Assessment Contact
DAS – Department of Administrative Services
DOK: Depth of Knowledge
ECD: Evidence Centered Design
ELA: English Language Arts
EL: English Learner Student
ELPA: English Language Proficiency Assessment
EOC: End of Course
ESUs: Educational Service Units
ESEA: Elementary and Secondary Education Act
ESSA: Every Student Succeeds Act
FERPA: Family Educational Rights and Privacy Act
HCD: Human Centered Design
IAM: Identity and Access Management
IEP: Individualized Education Plan
IDEA: Individuals with Disabilities Act
IT: Information Technology
KPI: Key Performance Indicator
LAN: Local Area Network
LMS: Learning Management System
NASP: Nebraska Association of School Psychologists
N/A: Not Applicable
NCCRS: Nebraska College and Career Ready Standards
NDE: Nebraska Department of Education
NED: Nebraska Education Directory

NETA: Nebraska Educational Technology Association
NSCAS: Nebraska Student Centered Assessment System
NSEA: Nebraska State Education Association
NTAC: NSCAS Technology Assessment Contact
PAD: Principled Assessment Design
PK: Pre-Kindergarten
PK-12: Pre-Kindergarten to grade 12
PL: Professional Learning
PLD: Performance Level Descriptor
QA/QC: Quality Assurance/Quality Control
RALD: Range Achievement Level Descriptor
RFP – Request for Proposal
SIS: Student Information System
SLDS: State Longitudinal Data System
SPB: State Purchasing Bureau
SPED: Special Education
TAC: Technical Advisory Committee
TTS: Text to Speech
UDL: Universal Design for Learning
USDE: United State Department of Education
WAN: Wide Area Networks
WBS: Work Breakdown Structure

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing a nationally normed and widely accepted standardized off-the-shelf College Entrance Exam, or College Admission Test, for eligible Third-year Cohort students as part of a balanced assessment system of English Language arts (ELA), math, and science assessments at a competitive and reasonable cost. This exam is a state-required accountability assessment (See Neb. Rev Stat. §79-760.03). This exam will provide students with college-reportable scores that can be used, at college or university discretion, to inform application and admission decisions.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with NDE Procurement. The point of contact (POC) for the procurement is as follows:

RFP:	NDERFP250728 - High-Quality IEP Development and Implementation Pilot Project
Name:	Procurement Specialist
Agency:	Nebraska Department of Education
Address:	500 S. 84th St. Lincoln, NE 68510-2611
Telephone:	(531) 207-3096
E-Mail:	nde.procurement@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals NDE has designated as responsible for negotiating the contract on behalf of the Agency. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing. Only NDE can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required for negotiation and execution of the final contract.

NDE reserves the right to reject a bidder's solicitation response, withdraw an Intent to Award, or terminate a contract if NDE determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

NDE expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

Schedule of Events		
ACTIVITY		DATE/TIME
1.	Release solicitation	September 26 th , 2025
2.	Last day to submit written questions. Please submit questions to: nde.procurement@nebraska.gov	October 10 th , 2025
3.	NDE responds to written questions through Request for Information "Addendum" and/or "Amendment" to be posted to the internet at: http://das.nebraska.gov/materiel/purchasing.html	October 17 th , 2025
4.	Electronic Solicitation Opening – Online Via Zoom IT IS THE BIDDER'S RESPONSIBILITY TO SEND SOLICITATIONS BY ELECTRONIC MAIL BY THE OPENING DATE AND TIME. EXCEPTIONS TO THE REQUIREMENT FOR ELECTRONIC SUBMISSION OF SOLICITATIONS DUE TO TECHNOLOGY ISSUES MUST BE PRE-APPROVED BY NDE PROCUREMENT AND SHALL BE DETERMINED ON A CASE-BY-CASE BASIS. Submit Proposals via email to: NDE.Procurement@Nebraska.gov Join Zoom Meeting: https://educationne.zoom.us/j/97598662981	October 28 th , 2025 at 2:00 PM Central Time
6.	Evaluation period	November 10 th – 21 st , 2025
7.	Optional Demonstration by prospective vendors	TBD
8.	Post "Notification of Intent to Award" to the Internet at: https://das.nebraska.gov/materiel/bid-opportunities.html and/or https://www.education.ne.gov/nde-contract-opportunities-2/	December 6 th , 2025
9.	Contract finalization period	December 6 th , 2025 – January 23 rd , 2026
10.	Contract signature date	February 6 th , 2025
10.	Vendor start date	July 1 st , 2026

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to NDE and clearly marked "Solicitation Number NDERFP250530 – College Test Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by NDE. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be emailed in PDF format to nde.procurement@nebraska.gov. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

NDE reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a solicitation response on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham solicitation responses, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice NDE or the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract. Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process and throughout the term of this contract for the awarded bidder and their subcontractors.

G. DEVIATIONS FROM THE SOLICITATION

The requirements contained in the solicitation (Sections II through VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its solicitation response and, if accepted by NDE, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. NDE discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF SOLICITATION RESPONSES

NDE is only accepting electronic responses submitted by email in accordance with this solicitation. NDE will not accept solicitation responses by mail or hand delivery unless expressly approved in writing by NDE prior to submission.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within

sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Technical Responses should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Response so that the bidder's understanding of the scope of work may be evaluated. The Technical Response shall disclose the bidder's technical requirements in as much detail as possible, including, but not limited to, the information required by the Technical Response instructions.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via Email in PDF format by the date and time of the opening per the Schedule of Events. NDE reserves the right to reject late solicitation responses as non-conforming.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the solicitation response is presented in such a fashion that makes evaluation difficult or overly time consuming NDE reserves the right to reject the solicitation response as non-conforming.

*****UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD*****

1. Bidders must submit responses via Email in PDF format .
 - The Solicitation response and Proprietary information should be attached as separate and distinct files.
 - If duplicated responses are submitted, NDE will retain only the most recently submitted response.
 - If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
 - It is the bidder's responsibility to allow time for electronic uploading. All documents must be emailed in PDF format by the Opening date and time per the Schedule of Events. No late responses will be accepted.
 - **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**
The bidder should clearly identify the emailed solicitation response files. To assist in identification the bidder should use the following naming convention:
 - NDERFP250728 Company Name
If multiple files are submitted for one solicitation response, add number of files to file names:
NDERFP250728 Company Name File 1 of 2
NDERFP250728 Company Name File 2 of 2
 - If multiple responses are submitted for the same solicitation, add the response number to the file names:
NDERFP250728 Company Name Response 1 File 1 of 2

The "Contractual Agreement Form" must be signed manually in ink or by electronic signature and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

I. SOLICITATION PREPARATION COSTS

NDE shall not incur any liability for any costs incurred by bidder's in replying to this solicitation, including any activity related to bidding on this solicitation.

J. FAILURE TO COMPLY WITH SOLICITATION

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

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of NDE.

K. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
 - Corrected NDERFP250728 Company Name Response #1 File 1 of 2,
 - Corrected NDERFP250728 Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE SOLICITATION RESPONSES

Solicitation Responses received after the time and date of the opening will be considered late responses. NDE reserves the right to reject late solicitation responses as non-conforming. NDE is not responsible for responses that are late or lost regardless of cause or fault.

M. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses **WILL NOT** be available for viewing by those present at the opening. Once responses are opened, they become the property of NDE and will not be returned.

N. SOLICITATION REQUIREMENTS

The solicitation responses will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Solicitation responses not meeting the requirements may be rejected as non-conforming. Consideration will be given to the clarity and responsiveness of the submission. The requirements are as follows:

1. Corporate Overview;
2. Completed Sections II through IV;
3. Technical Response; and
4. Cost Sheet. (Attachment A)
5. Completed Contractual Agreement Form (Attachment B);

O. EVALUATION COMMITTEE

Solicitation Responses are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of NDE. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

The Evaluation Committee(s) are required to complete a conflict of interest form. Any contact, attempted contact, or attempt to influence an evaluator that is involved with this Solicitation may result in the rejection of this response and further administrative actions.

P. EVALUATION OF SOLICITATION RESPONSES

All solicitation responses that are deemed responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. NDE will conduct a fair, impartial, and comprehensive evaluation of all responses in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview may include, but is not limited to:
 - the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation;
 - the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - whether the bidder can perform the contract within the specified time frame;

- the bidder's historical or current performance; and
- such other information that may be secured and that has a bearing on the decision to award the contract.

In evaluating the corporate overview, NDE may consider, past experiences with the vendor, references, the State's record of the vendor which may include, but is not limited to Vendor Compliance Request, Contract Non- Compliance Notice, vendor performance reports, and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with NDE, the State or a third-party.

2. Technical Responses and

3. Cost Sheet.

Neb. Rev. Stat. § 73-808 allows State agencies to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for NDE.

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal. Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in (a) of this paragraph and (ii) the management and daily business operations of the business are controlled by one or more persons described in (a) of this paragraph. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the Contractual Agreement Form under "Vendor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service,
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Q. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original solicitation response and should not expect NDE to request a best and final offer (BAFO).

NDE reserves the right to conduct more than one BAFO. If requested by NDE, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with NDE's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with NDE's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

R. REFERENCE AND CREDIT CHECKS

NDE reserves the right to conduct and consider reference and credit checks. NDE reserves the right to use third parties to conduct reference and credit checks. By submitting a solicitation response, the bidder grants to NDE the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a solicitation response, withdraw an intent to award, or rescind the award of a contract.

S. AWARD

NDE reserves the right to evaluate solicitation responses and award contracts in a manner utilizing criteria selected at NDE's discretion and in NDE's best interest. After evaluation of the solicitation responses, or at any point in the Solicitation process, NDE may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the date and time of a solicitation;
3. Waive deviations or errors in NDE's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit NDE to award a contract. Once the intent to award decision has been determined, it will be posted at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES

NDE reserves the right to purchase item-by-item, by groups or as a total when NDE may benefit by so doing. Bidders may submit a response on an "all or none" or "lump sum" basis but should also submit a response on an item-by-item basis. The term "all or none" means a conditional response which requires the purchase of all items on which responses are offered and bidder declines to accept award on individual items; a "lump sum" response is one in which the bidder offers a lower price than the sum of the individual responses if all items are purchased but agrees to deliver individual items at the prices quoted.

"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET (IF APPLICABLE)

U. REJECTION OF SOLICITATION RESPONSES

NDE reserves the right to reject any or all responses, wholly or in part, in the best interest of NDE.

V. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.F. and III.G. NDE reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) NDE may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), NDE may reject a bid if the price is not reasonable or realistic.

W. VENDOR DEMONSTRATIONS

NDE may determine that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; NDE reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Corporate Overview, Technical Response, and Cost Sheets. The presentation process will allow the bidders to demonstrate their solicitation response offering, explaining and/or clarifying any unusual or significant elements related to their solicitation responses. Bidders' key personnel, identified in their solicitation response, may be requested to participate in a structured interview to determine their understanding of the requirements of this solicitation response, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations.

A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but NDE reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their solicitation responses.

Once the oral interviews/presentations and/or demonstrations have been completed, NDE reserves the right to make an award without any further discussion with the bidders regarding the solicitation responses received.

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

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. NDE reserves the right to negotiate rejected or proposed alternative language. If NDE and bidder fail to agree on the final Terms and Conditions, NDE reserves the right to reject the solicitation response. NDE reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. NDE will not consider incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Contract documents have been negotiated and agreed to, the Contract documents shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, NDE's clause shall control.

A. GENERAL

1. The final Contract resulting from this Solicitation shall comprise the following documents:
 - NDE Appendix B – Contract for Services; and
 - Any applicable attachments, including but not confined to:
 - Solicitation, including any attachments and addenda to that solicitation;
 - Questions and Answers;
 - Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder that are accepted by NDE;
 - Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

2. Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document:

- 1) Amendments to the executed Contract with the most recent dated amendment having the highest priority,
- 2) Executed NDE Appendix B – Contract for Services and any attachments;
- 3) Addendums to the solicitation and any Questions and Answers;
- 4) the original solicitation document and any Addenda or attachments, and
- 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by NDE.

Unless otherwise specifically agreed to in writing by NDE, NDE's standard terms and conditions, as executed by NDE, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Bidder and NDE shall identify the individual(s) who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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

C. GOVERNING LAW

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of NDE does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

NDE may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when NDE provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

E. AMENDMENT

This Contract may be amended in writing, upon the agreement of both parties.

Amendments may involve specifications, the quantity of work, or such other items as NDE may find necessary or desirable. The Vendor shall prepare a written description and an itemized cost sheet of the work required due to the amendment. Changes in work and the amount to be paid to the Vendor shall be determined in accordance with a pro-rated value, or through negotiations. NDE shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the

Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved in writing by NDE, and the Contract is amended to reflect the change of scope and associated costs, if any.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, NDE reserves the right to amend the contract to include the alternate product at the same price.

*****Vendor will not substitute any item that has been contracted for without prior written approval of NDE****

F. RECORD OF VENDOR PERFORMANCE

NDE may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to NDE, NDE may issue one or more notices to the vendor outlining any issues NDE has regarding the vendor's performance for a specific contract. The Vendor shall respond to any such notice or request. At the sole discretion of NDE, such notices or request may be placed in NDE's records regarding the vendor and may be considered by NDE and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

G. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to NDE. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. NDE may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, NDE does not forfeit any rights or remedies to which NDE is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

NDE's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

I. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

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

K. INDEMNIFICATION

1. GENERAL

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret,

trademark, or confidential information of any third party by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, NDE gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect NDE's use of the Licensed Software without NDE's prior written consent, which consent may be withheld for any reason.

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

3. PERSONNEL

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Vendor.

4. SELF-INSURANCE

As an agency of the State of Nebraska, NDE is self-insured for any loss and the State purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. NDE, as a state agency, retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, Vendors or assigns or by third persons, shall be determined according to applicable law.

- 6.** The Parties acknowledge that the Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with NDE in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

M. FORCE MAJEURE

If the performance of either party of any obligation is prevented, restricted or interfered with by causes outside such party's reasonable control, and the party is unable to carry out its obligation(s) and provides the other party prompt written notice thereof, the obligation(s) of such party may be suspended or cancelled effective immediately, to the extent necessary, as a result of such event. Events shall include acts of God, fire, explosion, health epidemic or pandemic, storms, national emergencies, riots, civil unrest and the outbreak of war. The Parties may negotiate a resolution due to cancellation of any contract arising out of this RFP due to force majeure, based upon specified deliverables completed by the Contractor and accepted and usable by NDE.

N. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the

Party shall notify the other Party immediately of said breach and take immediate corrective action.

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

O. EARLY TERMINATION

The contract may be terminated as follows:

1. NDE and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. NDE, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. NDE may terminate the contract, in whole or in part, immediately for the following reasons:
 - if directed to do so by statute,
 - Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
 - fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders;
 - an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
 - a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
 - Vendor intentionally discloses confidential information,
 - Vendor has or announces it will discontinue support of the deliverable; and,
 - In the event funding is no longer available.

P. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein or in the contract:

1. Transfer all completed or partially completed deliverables to NDE,
2. Transfer ownership and title to all completed or partially completed deliverables to NDE,
3. Return to NDE all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,

5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which NDE has no legal claim.

Q. PROHIBITED PRODUCTS

NDE will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

NDE will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, NDE will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

NDE will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

R. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

S. LOBBYING

1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.
2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq, and Required Disclosures.
 - a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 - b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Lobbying Activities Prohibited under Federal Appropriations Bills.
 - a. No funds paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
 - b. No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending, or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

T. RETAINAGE

NDE may withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Vendor will invoice NDE for any outstanding work and for the retainage. NDE may reject the final invoice by identifying the specific reasons for such rejection in writing to the Vendor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and NDE will release the final payment and retainage in accordance with the contract payment terms.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. NDE reserves the right to negotiate rejected or proposed alternative language. If NDE and bidder fail to agree on the final Terms and Conditions, NDE reserves the right to reject the solicitation response. NDE reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with NDE or the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's solicitation response shall not be changed without the prior written approval of NDE. Replacement of these personnel, if approved by NDE, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of NDE. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

NDE reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall ensure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of NDE, in the contract with any Subcontractor engaged to perform work on this contract.

B. ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

F. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

G. PRICES

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

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires.

NDE reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

NDE will be given full proportionate benefit of any decreases for the term of the contract.

H. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

NDE shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of NDE pursuant to this contract.

NDE shall own and hold exclusive title to any deliverable developed as a result of this contract. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide NDE a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to NDE that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide NDE with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of NDE to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.C

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

Notwithstanding any other clause in this Contract, NDE may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work.

This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
VENDOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Vendor shall email NDE.Procurement@nebraska.gov , with a certificate of insurance coverage complying with the above requirements prior to beginning work, including the RFP Identification :

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If NDE is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

K. ANTITRUST

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

L. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. NDE will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

M. STATE PROPERTY

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse NDE for any loss or damage of such property; normal wear and tear is expected.

N. SITE RULES AND REGULATIONS

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

O. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by NDE. Any publicity releases pertaining to the project shall not be issued without prior written approval from NDE.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

Q. DISASTER RECOVERY/BACK UP PLAN

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to NDE, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

R. DRUG POLICY

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by NDE.

S. WARRANTY

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to NDE, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse NDE all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

T. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. NDE reserves the right to negotiate rejected or proposed alternative language. If NDE and bidder fail to agree on the final Terms and Conditions, NDE reserves the right to reject the solicitation response. NDE reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. PROHIBITION AGAINST ADVANCE PAYMENT

Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES

NDE is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon NDE, and no action by NDE, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping NDE with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by NDE as an amendment to the contract. **NDE shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by NDE.**

D. PAYMENT

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). NDE may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall NDE be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

E. LATE PAYMENT

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

NDE's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, NDE may terminate the contract with respect

to those payments for the fiscal year(s) for which such funds are not appropriated. NDE will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of NDE to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT

NDE shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable NDE to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) NDE may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to NDE at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. NDE reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by NDE. If a previously undisclosed overpayment exceeds half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse NDE for the total costs of the audit. Overpayments and audit costs owed to NDE shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses, quality defects, errors and omissions, or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Solicitation.

A. PROJECT OVERVIEW

The Nebraska Department of Education (NDE) Office of Teaching, Learning, and Assessment is seeking a Bidder to provide a nationally normed and widely accepted standardized off-the-shelf College Entrance Exam, or College Admission Test, for eligible Third-year Cohort students as part of a balanced assessment system of English Language arts (ELA), math, and science assessments. This exam is a state-required accountability assessment (See Neb. Rev Stat. §79-760.03). This exam will provide students with college-reportable scores that can be used, at college or university discretion, to inform application and admission decisions.

In April 2016, the 104th session of the Nebraska State Legislature passed Neb. Rev Stat. §79-760.03 which stated that "...no later than 2017-18 school year the State Department of Education will administer a standard College Admission Test, selected by the State Board of Education, on students in the eleventh grade attending a public school in the state in lieu of the assessment for the one grade in high school as required under section 79-760.03. The department will pay the expenses of administering such College Admission Test and may use funds from the Nebraska Education Improvement Fund as provided in section 9-812." The NDE began administering a standard College Admission Test beginning in Spring 2018.

The College Admission Test will also serve as the measurement of academic achievement required for federal accountability purposes pursuant to 1111(c)(4)(B)(i) of the ESEA.

The standard College Admission Test has been designated as the statewide accountability assessment for ELA, mathematics and science and is administered with a scored writing component to all third-year cohort students enrolled in public schools, except those students who participate in the State's alternate assessment.

The College Admission Test must be administered on a school day throughout the state of Nebraska at all public schools and relied upon by institutions of higher education. The areas of English, Reading with a writing component, Mathematics, and Science must be included. Test designs must align with Nebraska standards, to the degree possible, within the purpose of the assessment, require a reasonable amount of testing time, can be delivered successfully to all schools and districts online or on paper, are valid and reliable, and are ready for administration no later than Spring 2027. In addition, to the degree possible within the purpose of the assessment, provide information in addition to an overall score (e.g., sub-scores) in each content area.

In addition, Nebraska desires to utilize an assessment and an assessment vendor that:

- Benefits Nebraska students by providing data that can be used to inform current educational decisions and college- or career-related decisions;
- Aligns to Nebraska academic standards for ELA, mathematics, and science for the proposed third-year cohort accountability assessment's grade level;
- Produces data shown by research to indicate college- and career-readiness;
- Provides accessibility options and accommodations for students with disabilities and English learners aligned with Nebraska's accessibility and accommodations policies;
- Integrates into Nebraska's current assessment system;
- Utilizes stable technologies in meaningful ways;
- Commits to high professional measurement standards and use of research-based practices;
- Provides data privacy and security for individual students and for Nebraska schools;
- Offers resources to promote and support college- and career-readiness of students
- Limits school-level and district-level burden throughout the test administration process

The Bidder should provide evidence throughout the Proposal of these key elements.

1. Content and Items

The College Admission Test must be aligned with Nebraska's content standards in English Language Arts (ELA), mathematics, and science to the extent possible and must meet all federal requirements for Peer Review under the Elementary and Secondary Education Act (ESEA) as reauthorized by the Every Student Succeeds Act (ESSA). The Bidder must indicate commitment to an independent alignment study to be completed by using non-Bidder consultants or a non-Bidder organization that includes evidence of the alignment of forms of the assessment in terms of distribution of content (i.e., knowledge and cognitive process) across the full range of Nebraska's grade-level academic content area standards.

2. Required Formats

The NDE requires administration of an online assessment with allowance for pencil-and-paper assessments.

3. Accessibility

The NDE is committed to the principle that the state assessment must be accessible to all students. Therefore, the Proposal must reflect an understanding and commitment to this principle throughout field-testing, test form construction, administration, and reporting processes. The NDE is concerned about the accessibility to the state assessments by English Learners (ELs). To meet state and federal inclusion requirements, all assessments will be administered to students with different levels of ability and English fluency. Students with limited fluency and students transitioning from EL supports to the regular classroom will be taking assessments. Bidders should address what accommodations will be available to support ELs taking the assessments, and what language supports will be available for students speaking other common languages in the state including, but not limited to:

- i. Spanish,
- ii. Karen,
- iii. Arabic,
- iv. Chinese,
- v. Ukrainian, and
- vi. Somali

Bidders are encouraged to include innovative approaches that allow the assessment to increase accessibility for ELs.

The NDE is concerned about the accessibility of the statewide assessments to students with disabilities. Accommodations and supports are needed to provide access to assessments for students with disabilities, and Bidder must speak to what accommodations and supports are available in their system. Both Evidence Centered Design (ECD) and Universal Design for Learning (UDL) principles should be used throughout the assessment development process.

Table A.1: Expected Components to be included in the assessment system Proposal

Component	Description	Scope
Statewide Assessment	Standardized assessment, College Admission Test, administered statewide to provide college-reportable scores that can be used, at college or university discretion, to inform application and admission decisions and measure student proficiency in key subject areas including English language arts (ELA), mathematics, and science.	In-Scope Required
Accommodations and Supports	Special provisions provided to ensure equitable access to assessments for all students, including those with disabilities and English learners (ELs).	In Scope-Required
Test Administration	Procedures and protocols for administering assessments, including training for test administrators, test security measures and reporting, and guidelines for handling accommodations and supports.	In Scope-Required
Scoring and Reporting	Processes for scoring student responses, generating individual and aggregate reports, and disseminating results to stakeholders. Reporting will include scores and subscores.	In Scope-Required
Test Delivery	Modes of delivering assessments to students, including paper/pencil tests and computer-based tests.	In Scope-Required
Psychometric Analysis	Statistical analysis of assessment data to ensure validity, reliability, and fairness. This includes item analysis, equating, scaling, and standard setting.	In Scope-Required
Technology Infrastructure	Hardware, software, and network resources necessary to support assessments, including device compatibility, internet connectivity, and secure testing platforms	In Scope-Required
Data Management	Systems and protocols for collecting, storing, and analyzing assessment data, ensuring accuracy, security, and compliance with privacy regulations.	In Scope-Required
Professional Learning	Training and support for educators on assessment literacy, data interpretation, and instructional strategies	In Scope-Required
Research and Development	Ongoing research to improve assessment validity, reliability, and fairness, as well as to explore innovative assessment approaches and technologies.	In Scope-Present Options
Stakeholder Communication	Communication strategies to ensure transparency, accessibility, and understanding of assessment policies, procedures, and results among stakeholders, including students, educators, policymakers, parents/guardians, and the public.	In Scope-Required
Continuous Improvement	Processes for reviewing and refining the assessment system based on feedback, data analysis, and research findings to ensure its effectiveness and relevance.	In Scope-Required
Program Management	Process for ensuring communication with the NDE is happening, and that components of the assessment system are being delivered on budget and on time.	In Scope-Required

B. PROJECT ENVIRONMENT

1. Structure of Nebraska's Educational System

a. Governance

The Nebraska Department of Education (NDE) works closely with the Nebraska State Board of Education (the board). The board is an elected, constitutional body that sets policy and ensures that the NDE functions effectively within the framework developed by the Nebraska Legislature and the board. By law, the board and the NDE have broad leadership functions to carry out certain regulatory and service activities.

The board appoints the state commissioner, and through the commissioner provides supervision and consultation to schools, establishes rules and regulations which govern standards and procedures, institutes a statewide system of testing, publishes laws, rules and regulations, issues materials and approves teacher education programs.

The board is elected on a non-partisan ballot, with one member from each district. Board members serve four-year terms. Board members are not paid but are reimbursed for their expenses. The 2021 Nebraska Legislature redistricted the eight board regions. A map showing the 2025 school districts by board district can be found here: <https://www.education.ne.gov/wp-content/uploads/2024/09/School-District-State-Board.pdf>

The current board position statement on assessment follows:

Nebraska Revised Statute 79-760.03 requires the State Board of Education to “implement a statewide system for the assessment of student learning and for reporting the performance of school districts and learning communities...” The assessment and reporting system shall measure student knowledge of the required academic content standards for reading, writing, mathematics, and science. The results of the statewide assessment are publicly reported, provide information to the public and policy makers, and provide a comparison among Nebraska public schools.

The State Board of Education recognizes the importance of assessment within quality teaching and learning systems. In addition to the requirements of law, the State Board of Education believes schools and districts should utilize a balanced assessment system that includes formative, interim, and summative assessments to inform instruction and program development, monitor progress, and evaluate student learning for all content areas and grade levels. Rule 10 highlights the important role assessment plays within the instructional process: “Assessment procedures and results assist teachers in planning and providing appropriate instruction for all students. Assessment results also provide information for monitoring program success, and for reporting to parents/guardians, policymakers, and the community. Schools periodically review procedures to improve assessment quality and improve student learning. The information assists schools in establishing and achieving improvement goals.”

As outlined in the State Board of Education and Nebraska Department of Education Strategic Vision and Direction, assessments are used to measure and help improve student achievement by informing instruction. This outcome statement should be considered when developing, adopting, and maintaining balanced assessment systems. In addition, the following principles guide the continuous improvement of balanced assessment systems utilized by districts and supported by the NDE.

Assessment should be:

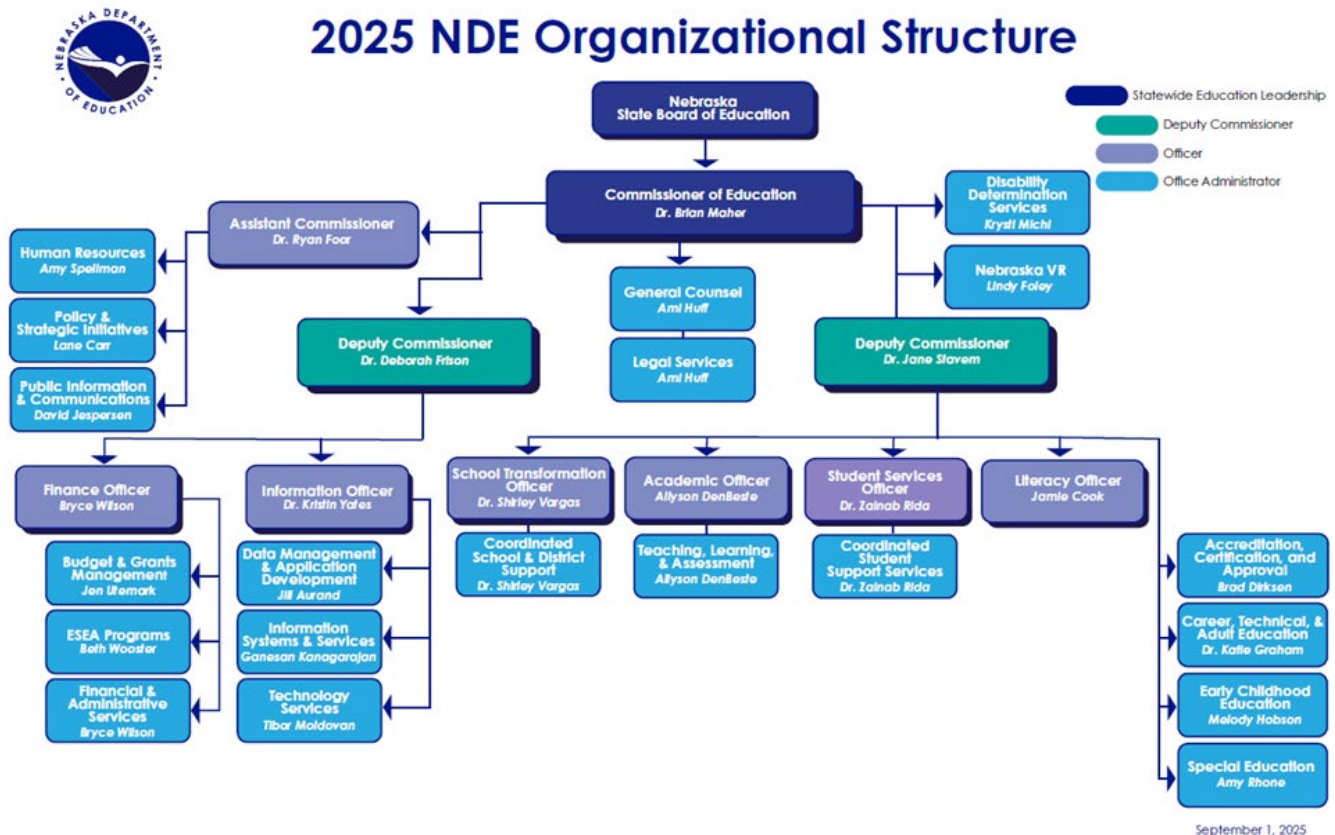
- o Focused on improved student learning: Measures growth to inform and guide instruction
- o Purposeful: Utilizes a design that accomplishes articulated purpose(s)
- o High quality: Aligns to state-approved content area standards and measures higher order thinking skills
- o Time limited: Efficient while maximizing instructional time
- o Fair: Free from bias and provides equitable access for all students including English Language Learners and students with disabilities
- o Transparent to stakeholders: Provides information that is timely, understandable, and easily accessible to students, teachers, parents/guardians, and policymakers.

All NDE work undertaken in the efforts to develop, adopt, or maintain a statewide assessment system or support districts in balanced assessment efforts should be informed by these guidelines. The NDE will engage with Nebraska educators to achieve balanced assessment systems for the benefit of all Nebraska students.

b. NDE Organization:

The Nebraska assessment program is housed within the NDE's Office of Teaching, Learning, and Assessment and reports up through the Academic Officer for the department. The office works closely with the other offices within the division of School Improvement and Support and Student and Client Success. Dedicated staff within the department also serve finance, technology, and data support roles, and the selected Bidder will be expected to work with staff in these areas to ensure that financial, data, and technology requirements are met in the work

of implementing and delivering the assessment program. An organizational chart showing the functions and organization of the department is seen below:



c. State Context:

The Nebraska educational system is comprised of 244 schools, 17 External Program schools, and 10 Approved Service Agencies. Nebraska's districts include several configurations. These configurations include:

Metropolitan areas that have multiple schools in the same community; for example, Omaha contains 65 elementary schools, 12 middle schools, and 9 high schools (15,700 students).

Single-site districts with one school; for example, Arthur, Nebraska, is a village of 130 that operates as a county school with one K-8 building and one high school (60).

External Programs are special program "schools" housed in county detention homes, institutions, and juvenile emergency shelters. They are often associated with a public school system that is responsible for testing students under the statewide assessment system. In 2022–23, there were 78 of these programs located across Nebraska.

Within each district, a school superintendent is charged with the overall supervision of the education programs in their district and is expected to work with their elected school board, which often has the responsibility of selecting the superintendent to act on the board's behalf. District offices typically have a district-level assessment contact and technology contact who will work with the selected Bidder to support local schools. Districts in Nebraska serve students PK–12, typically at separate elementary, middle, and high school sites, though some smaller districts have shared buildings. Each site typically will have staff who have responsibilities for helping ensure that the technology and organizational needs of the assessment system are met. Where this is housed will differ across schools, and in many cases the school-level assessment contact will be an individual serving in another administrative or leadership role within the school.

There are 268 public high schools in the state of Nebraska. They range from a population of 2,738 to 34 students in grades 9-12.

Seventeen (17) Educational Service Units also support the Nebraska educational system and often provide support to districts. This includes participating in activities such as certified facilitator programs to ensure that training and support for department initiatives are accessible across the state.

Additional information about Nebraska's districts, schools, and students, including enrollment data by grade level, can be found on the Nebraska Education Profile (NEP) on the Department's homepage at: <http://nep.education.ne.gov>.

d. Student Population and Demographics

The Bidder is to be aware that 100% of students may not participate in the college admission assessment because of their participation in the alternate assessment for students with the most significant cognitive disabilities or multi-handicapping conditions, generally less than 1% of the overall state population.

Table B.1: Third-Year Cohort Membership

Third-Year Cohort Membership	
2027-2028	23,400
2026-2027	24,062
2025-2026	25,203
2024-2025	25,313
2023-2024	23,501
2022-2023	23,983
2021-2022	23,939
2020-2021	24,008
2019-2020	23,707
2018-2019	23,386
2017-2018	22,929

Table B.2: 2023-2024 Student Representation by Federal Subgroup

Demographic Group	Percentage of Students (2023-2024)
Asian	3%
Hispanic	22%
White	62%
American Indian/Alaskan Native	1%
Black or African American	6%
Native Hawaiian or Other Pacific Islander	<1%
Two or More Races	5%

Additional student demographics can be found on the Nebraska Education Profile. <http://nep.education.ne.gov>

e. Key Educational Associations:

State Workgroups and Associations: Nebraska has a variety of associations and workgroups in the state that support educational initiatives. Some of these will necessarily play critical roles in shaping the assessment system, and others may be places for Bidder to consider in setting stakeholder meetings and recruiting panelists for such tasks as item writing, item review, range finding, hand-scoring, and cognitive labs.

Nebraska State Board of Education: This governing body establishes policies and regulations for Nebraska's K–12 education system. The board works closely with the NDE to ensure alignment between educational standards, assessments, and curriculum. Any direct meetings between a Bidder and board stakeholders (including presentations) must always be jointly conducted with the NDE.

Assessment and Accountability Advisory Committee (AAAC): This group meets at least twice a year to advise the NDE on issues related to their assessment and accountability systems. The selected Bidder should be prepared to provide data or other information to the NDE to support these meetings but is not expected to be in attendance at these meetings.

Nebraska Association of Curriculum, Instruction and Assessment (NACIA): The NDE meets with this group at least twice a year to discuss curriculum, instruction, and assessment related topics. The selected Bidder should

be prepared to provide data or other information to the NDE to support these meetings but is not expected to attend these meetings.

Technical Advisory Committee (TAC): A group of assessment experts meets with the NDE assessment staff at least twice a year to discuss the assessment system and to help the NDE plan for future assessment work. The selected Bidder should be prepared to provide data or other information to the NDE to support these meetings and will need to participate virtually in parts of these meetings to present work to the TAC and gather feedback on proposed processes.

f. District and Local Contacts:

District Assessment Contacts (DACs): Every district has or will identify a district assessment contact to manage logistics for training, assessment implementation, and data and results dissemination within their district. Bidder should ensure their communication, training, and dissemination plans will appropriately engage these contacts and that the material provided to these contacts is user friendly and supports district roll-out of training and support at the local school level.

NSCAS Technology Assessment Contacts (NTACs): Every district has or will identify a district technology contact with whom the Bidder should expect to work with to deploy all assessment technologies and updates. These individuals will be responsible for ensuring that all schools within their districts meet assessment system requirements. Bidder plans must ensure that there are appropriate channels for communication, training, and support for these individuals to ensure school level technology contacts are ready to support the assessment system.

Testing Coordinator (TCs): Every district has or will identify a Testing Coordinator who is responsible for coordinating test operations, including storing materials and setting up test rooms. The Testing Coordinator is the point of contact for students, proctors, and other stakeholders regarding testing procedures.

2. Educational System IT Infrastructure

Nebraska does not have a statewide student information system. Nebraska issues unique State Student ID numbers (Person ID) to each public education student to ensure accurate identification and matching test results. Bidder would be expected to have processes to validate the correct Person ID for each student's assessment record. The lack of a statewide student information system has two (2) important consequences for Nebraska's required statewide assessments. First, the NDE must collect student demographic information in a separate data collection that is administered in the fall and uploaded prior to the spring assessment administration (ADVISER). Second, there must be flexibility in the assessment Bidder's system to administer an assessment to account for the manual uploading and maintenance of student data from 244 districts that can be reconciled after the fact.

It is expected that Bidder proposes a process to provide districts access to secure student-level assessment results compatible with common SIS protocols, and that it be able to do so using EdFi standards. The variety in district configurations and local SIS choice also means that there is no single standard for who or how districts need to be able to access student data and results. The Bidder system needs to be flexible enough that for non-standard cases (i.e. the need of the district to provide access to more than the DAC and NTAC), the Bidder should be able to work with the NDE to provide flexible access to individuals as designated by the NDE.

97% of public high school programs have moved to 1:1 technology in Nebraska, so students have regular experience using devices and are used to taking online assessments.

Overall information about NDE support of technology can be found at <https://www.education.ne.gov/educational-technology/>

a. Existing State IT Systems

Bidder's Proposal must demonstrate understanding of and ability to integrate with the technology infrastructure that exists in Nebraska. Proposals that would require the state or districts to undertake large technology overhaul may be considered nonresponsive.

The ability of a school and/or district to test successfully with the Bidder-provided systems and supports is critical. It should be assumed that the administration of the assessment will be paper/pencil, with some notable exceptions that will choose to deliver their assessment online. The Bidder must provide evidence of its ability to meet all the subsequent requirements listed here at the time of submission and on an ongoing basis throughout the awarded contract.

NDE requires that the Bidder provide all technology systems, hosting, and supporting tools necessary to manage the test administration, delivery, scoring, and reporting for both paper and online assessments. The

complete end-to-end system must be previously piloted and or fully implemented for the purposes of a State accountability administration in a manner that demonstrates that the system is:

- Secured such that all data and content are safe at rest and in transit, and that all devices are locked down within the test engine during testing. The protection of student PII is critical, and the exposure of such data is not acceptable. The Bidder must provide annually, and as applicable, System and Organization Controls (SOC) Type 2 and Bridge reporting ensuring conformance, or any other Cybersecurity Framework to which you adhere.
- Intuitive and user-friendly for nontechnical users with minimal training or technical skills.
- Capable of securely supporting a variety of assistive technologies, accessibility, and accommodation features while providing a comparable experience.
- Rigorously tested using well-planned and executed software quality control procedures prior to any software release being put into operation. Evidence of alpha and beta testing must be provided to NDE in advance of release.
- Managed through industry-leading requirements governing security, management and change control procedures. Evidence of third-party vulnerability testing must be submitted with the Proposal and annually thereafter. This must be part of the Risk Management Plan.

The test delivery system must support all hardware devices commonly purchased and in use in schools today. The Bidder must provide a list no later than July 1 of each contracted year that includes the models or versions of devices that are supported for:

- Windows desktops, laptops, notebooks, and tablets;
- Macintosh/iMacs; MacBooks;
- iPads;
- Chromebooks;
- or other supported devices.

The hardware support list must indicate if there are minimum memory, disk, or central processing unit requirements to operate the test delivery system efficiently on the supported devices. This list must also indicate the earliest versions of operating systems that are supported and indicate the versions of Windows, MacOS, iOS, iPadOS, Chrome, Android, or Linux that are supported. At a minimum, the prior two (2) versions of any operating system must continue to be supported during an assessment cycle.

The minimum screen size supported for the assessment system is 9.5 inches for all devices, and the minimum screen resolution is 1024 x 768 for all devices. Testing sites may use multiple devices like iPads for assessments. Responsive design and usability testing to allow for multiple device usage is preferred. A physical keyboard has been recommended (not required) for assessments with writing components, and a wired keyboard and mouse are recommended (not required). Many students take the assessments using the native iPad or keyboard application, and my used the trackpad or touch screen native to their device.

Networking: Most schools have local area networks (LAN) connecting devices within the school building. Some larger districts may have wide area networks (WAN) connecting multiple school sites. Session timeouts on proxy servers have been set to at least 35 minutes for existing assessments to help limit interruptions during testing. The Bidder should provide network diagnostic tools to help determine a network's level of readiness for testing, and to help each district plan for testing accordingly.

Internet Connectivity: Schools strive to provide high-speed internet access to support online learning, research, and communication, and use a variety of internet browsers. Because of the rural nature of the state, connectivity and bandwidth concerns sometimes arises. Currently the expectations are that schools can meet the following bandwidth requirements per concurrent testing session.

Table B.3 Bandwidth Estimations by Concurrent Test Sessions

Number of Concurrent Test Sessions	Estimated Bandwidth
1	20 kbps
50	250–750 kbps (0.25–0.75 Mbps)
100	500–1500 kbps (0.5–1.5Mbps)

Browsers: The current assessment management and reporting insights platform and interface are supported on the latest versions of the following browsers:

- Google Chrome
- Mozilla Firefox
- Mozilla Firefox LTS
- Microsoft Edge
- Safari
- Safari on iPad

Software and Technology Updates: Educational software applications are used for instruction, assessment, and administrative tasks. This includes learning management systems (LMS), student information systems (SIS), productivity tools, and educational apps. Districts update technology based on decision-making at the local district level, with some schools and districts taking regular updates throughout the year and others doing batch updates only over summer or during summer and winter breaks.

Bidder should include a process by which districts will be informed about plans to phase in or out specific hardware, software, and/or operating system support. The process should be updated multiple times a year and districts should have significant time to adjust to any changes in support before being required to update systems. Because a variety of systems are being used and system updates may impact functionality, it is expected that supported OS and web browser versions cannot be eliminated between the start of the school year and the test administration window.

Any software updates and maintenance to the assessment software system should be kept to a minimum, preferably once a year, to ease the burden on districts. If possible, annual updates should occur in the summer before the school year starts. Software updates should always allow ample time for district technology staff to complete the work prior to the testing window and include time to verify the system is prepared for testing.

Updates that are unavoidable should be able to occur automatically and without the necessity of an uninstall/reinstall process. The NDE and districts should receive as much advanced notice as possible for any software updates and the processes involved.

b. State of Nebraska Technology

Overall information about NDE support of technology can be found at <https://www.education.ne.gov/educational-technology/>

c. Statewide Systems:

Nebraska Education Directory (NED): The NDE oversees statewide educational systems, including the NED, which contains information on schools, districts, and personnel, which serves as a foundational resource for student enrollment, demographic data, and school contact information.

ADVISER: The state uses a system called ADVISER, which holds data linked to each local SIS. This data is updated via nightly pulls from each district SIS and conforms to EdFi data standards. The Bidder must be able to work with these standards and the ADVISER system to validate final student data.

Canvas Learning Management System (LMS): Nebraska provides support for a Canvas Statewide Consortium to support LMS services across the state (<https://www.education.ne.gov/educational-technology/canvas-statewide-consortium/>).

Accountability for a Quality Education System, Today and Tomorrow (AQuESTT): The NDE uses AQuESTT to collect and analyze data from schools and districts to inform policy decisions, assess educational outcomes and ensure accountability. Assessment data ultimately needs to enter AQuESTT (<https://aquestt.com/resources/>).

Identity and Access Management (IAM) Systems: The Bidder should describe their approach to IAM systems utilized to manage user identities, access rights, and authentication mechanisms for accessing assessment systems and data. It ensures security and compliance with privacy regulations.

Bidders proposing information technology solutions for this RFP whose products are only accessible via only one computer platform (such as, ONLY Windows [PC] or ONLY Apple [Mac]) and/or only Internet Explorer web browsers may be deemed non-responsive and/or non-compliant to the terms and conditions of this RFP.

The NDE is committed to the use of technology to facilitate the efficiency and accessibility of the assessments.

Throughout their Proposal, Bidder will provide specific examples of how technology will be applied to support the assessment system including meeting the requirements of accessibility as defined by the Americans with Disabilities Act (ADA).

All Nebraska schools are members of a statewide backbone called Network Nebraska (<https://networknebraska.ne.gov/>). Bidder must provide engineering consultation with Network Nebraska network engineers and district technology to identify data bandwidth needs and security on the network in a timeframe adequate to address any need for traffic shaping for seamless testing environment.

Site readiness tools shall be made available to districts by October 15th of each year to ensure that all technology is appropriately configured and capable of managing the expected testing load.

- **Nebraska Technology Access Standards**
The Bidder will be expected to meet Nebraska Technology Access standards. Bidders can review the Nebraska Technology Access Standards at <https://nitc.nebraska.gov/standards/standards.pdf> to ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Bidder's performance, the NDE may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties. It is not anticipated that the assessment system described in this Proposal will involve online access to the NDE by any persons other than the Bidder.

C. ASSESSMENT SYSTEM BACKGROUND

1. Governing Statutes, Regulations, Rules, and Policies

State assessment systems must comply with the following federal and state statutes, regulations, rules, and/or policies that govern the NDE's statewide assessment system. All decisions regarding statewide assessment systems must be approved by the Nebraska State Board of Education.

These regulations include:

- Every Student Succeeds Act (ESSA) (<https://www.ed.gov/laws-and-policy/laws-preschool-grade-12-education/every-student-succeeds-act-essa-0>)
- Individuals with Disabilities Act (IDEA) (<https://sites.ed.gov/idea/>)
- Americans with Disabilities (ADA) (<https://www.ada.gov/>)
- Family Education Rights and Privacy Act (FERPA) (<https://studentprivacy.ed.gov/ferpa>)
- Nebraska Revised Statute 79-760.03 (<https://nebraskalegislature.gov/laws/statutes.php?statute=79-760.03>), which requires the participation of Nebraska educators in developing the statewide assessment
- State Accreditation Rule 10 (<https://www.education.ne.gov/apac/accreditation-rule-10/>), which requires that in addition to annual summative assessments, whole grade norm-referenced assessment using a national assessment instrument begins no earlier than grade 2 and is conducted annually in at least one grade in each of the following two levels: grades 2–5 and grades 6–8. While historically this requirement had been met individually by each district, the most recent iteration of the Nebraska Student-Centered Assessment System (NSCAS) system included an element of national assessment items that provided whole grade norm-referenced assessment within the system.

2. Purpose

The state has further developed goals and a statewide theory of action (<https://www.education.ne.gov/wp-content/uploads/2024/04/Statewide-Assessment-Theory-of-Practice.pdf>) to govern their assessment system as seen in the assessment theory of action.

By aligning the assessment system with the theory of action, Nebraska aims to create an educational ecosystem where assessment serves as a catalyst for continuous improvement, equity, and excellence in student achievement.

Table B.4: NSCAS Theory of Action

IF WE WANT THIS KIND OF ASSESSMENT SYSTEM...	THEN OUR SYSTEM MUST...	...WHICH WILL RESULT IN...
A flexible and effective system that recognizes the diverse needs of school districts	Embrace a choice-based approach to summative test design	Increased alignment of statewide assessment with each district's specific goals and objectives, providing actionable data for improvement
Ensures efficient and effective administration of testing, minimizes disruptions, and provides accurate and timely results	Prioritize streamlined processes, use advanced technology for test administration, provide comprehensive training for test administrators, and provide supports for teachers/proctors	Smoother testing processes, increased reliability of results, and more positive experiences for students and educators
Prioritizes continuous improvement and enhances educator effectiveness	Center around a comprehensive and ongoing professional development framework emphasizing formative assessment practices.	Increased assessment literacy and more effective instructional practices
Recognizes that every student is unique and has a diverse set of needs	Include a variety of measures that accommodate different learning styles, abilities, and backgrounds, provide subscores per domain, and go above and below grade level	Comprehensive and cohesive measures of student performance that provide insight into next steps.
Promotes the implementation of NeMTSS	Integrate the principles of NeMTSS into the design and implementation, ensuring that assessments align with tiered intervention strategies	A seamless connection between assessment data and the implementation of targeted supports, creating coherence in the system that addresses the diverse learning needs of all students
Implements an integrated and user-friendly technology platform for rostering and ticketing	Enable schools and districts to efficiently manage student information, transfer students, assign testing sessions, and administer assessments	Centralized and streamlined process, reducing the likelihood of errors, and minimizing assessment preparation time
Communicates student performance effectively and provides meaningful insights to students, teachers, parents, schools, districts, and other stakeholders	Provide clear and accessible reporting mechanisms, ensure transparency in reporting methods, and engage stakeholders in the interpretation and use of assessment data	Stakeholders will have a clear understanding of the metrics used to evaluate student performance, resulting in increased trust and confidence in the assessment process
Utilizes growth metrics that account for individual student progress over time, including within year and year to year growth.	Provide timely and detailed feedback to educators that is clearly aligned to content area standards	More assessment-literate stakeholders capable of leveraging growth data for targeted interventions and effective teaching practices
Substantially meets peer review	Be psychometrically sound, clearly aligned to Nebraska's content area standards, and must adhere to nationally recognized guidelines and best practices in educational assessment	Valid and reliable student achievement results for all educators so they may make the appropriate decisions at the student, classroom, grade, school, and district level Valid and reliable student achievement results for the Nebraska Department of Education to use in accountability determinations

3. Content Standards

The state content standards for English language arts (ELA), math, and science are found [here](#), [here](#), and [here](#). The science standards were revised and adopted by the State Board of Education Fall 2024. More information about state content standards can be found at: <https://www.education.ne.gov/contentareastandards/>

The summative assessments must be aligned with Nebraska's content standards in ELA, math, and science to the extent possible and must meet all federal requirements for Peer Review under the Elementary and Secondary Education Act (ESEA) as reauthorized by the Every Student Succeeds Act (ESSA).

Grades to be assessed are:

- ELA, mathematics, science for Third-year Cohort (usually 11th gr)

It is expected that the Bidder will update assessments to the extent possible to align with new standards as they are updated and adopted pursuant to the schedule below:

<https://www.education.ne.gov/contentareastandards/>

Figure B.5: Nebraska's Content Standards Adoption Timeline

Content Areas (Assessed by Summative Statewide)																		
Content Area	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
English Language Arts	ELA FALL	ELA SPRING				ELA SPRING	ELA FALL	ELA FALL	ELA FALL				ELA SPRING	ELA FALL	ELA FALL	ELA FALL	ELA FALL	
Mathematics	MATH FALL	MATH FALL	MATH SPRING				MATH SPRING	MATH FALL	MATH FALL	MATH FALL				MATH SPRING	MATH FALL	MATH FALL	MATH FALL	
Science		SCIENCE SPRING	SCIENCE FALL	SCIENCE FALL		SCIENCE FALL			SCIENCE SPRING	SCIENCE FALL	SCIENCE FALL		SCIENCE FALL			SCIENCE SPRING	SCIENCE FALL	SCIENCE FALL

4. Existing Resources

Below is a summary of existing Nebraska resources for components of the NSCAS assessment system, along with weblinks where applicable:

5. Technical Reports for all Assessments -<https://www.education.ne.gov/assessment/technical-reports/> Technical Advisory Committee Details - <https://www.education.ne.gov/assessment/technical-advisorycommittee-for-statewide-assessment-tac/>

6. Major Reference Documents

Proposals are expected to conform with best standards for assessment development and delivery including, but not limited to, the reference sources below. It is appropriate for the Bidder to cite specific sections from these reference sources as needed to demonstrate compliance with major sets of standards and criteria. The Bidder may use the codes in this table in citing sections of the major reference sources included below to assist in simplifying their Proposal.

Table B.4 Major Reference Documents

Code	Document	Available At
A	American Psychological Association, American Educational Research Organization, & National Council on Measurement in Education (2014). Standards for Educational and Psychological Testing	http://bit.ly/1iczJWH
B	Shyyan, V. V., Thurlow, M. L., Larson, E. D., Christensen, L. L., & Lazarus, S. S. (2016). White paper on common accessibility language for states and assessment Bidders	http://bit.ly/2flqHwm
D	Council of Chief State School Officers & Association of Test Publishers (2014). Criteria for Procuring and Evaluating High-Quality Assessments	http://bit.ly/4mYERYi
E	Nebraska Statewide Assessment Theory of Action	https://www.education.ne.gov/wp-content/uploads/2024/04/Statewide-Assessment-Theory-of-Practice.pdf
F	Nebraska Accreditation Rule 10	https://www.education.ne.gov/apac/accreditation-rule-10/
G	Nebraska Revised Statute 79-760.03	https://nebraskalegislature.gov/laws/statutes.php?statute=79-760.03
H	NITC Technical Standards and Guidelines	https://nitc.nebraska.gov/standards/index.html
I	A State's Guide to the U.S. Department of Education's Assessment Peer Review Process	https://oese.ed.gov/files/2020/07/assessmentpeerreview.pdf

D. PROJECT REQUIREMENTS

Selected Bidder will be expected to provide English language arts (ELA), mathematics, and science assessments that provide national norms that can be used to meet Nebraska's Rule 10 requirements and provide student normative comparison data at the school, district, and state levels. In the College Admission Test, ELA is calculated using Reading, English, and Writing scores. These assessments must meet professional standards and guidelines, and all applicable laws and federal and state policy requirements. The test designs must align with Nebraska standards, provide information in addition to an overall score (e.g., sub-scores) in each content area to the degree possible within the purpose of the

assessment, require a reasonable amount of testing time, can be delivered successfully to all schools and districts either online or paper/pencil, are valid and reliable, and be ready for administration no later than Spring, 2027.

1. General Requirements

a. Professional Standards and Best Practices

All work conducted under this contract must conform with guidance provided in the *Standards for Educational and Psychological Testing* jointly published by the American Education Research Association, American Psychological Association, and the National Council on Measurement in Education (2014), and the *Operational Best Practices for Statewide Large-Scale Assessment* jointly published by the Council of the Chief State School Officers and Association of Test Publishers (2013). Adherence to these standards and best practices must be clearly evidenced in the annual technical report, which will be submitted to NDE for review prior to final approval by NDE.

b. State and Federal Requirements

The College Admission Test for eligible public school Third-year Cohort students is used by Nebraska to meet Federal assessment requirements for high school in the content areas of ELA, mathematics, and science. All work products, processes, and related policies are required to conform to all State and Federal requirements, including the provisions of the Individuals with Disabilities Education Act and Every Student Succeeds Act, as well as to meet U.S. Department of Education Peer Review guidance. The Bidder must assist NDE in meeting all state and federal requirements currently in place or instituted throughout the life of the contract and any renewals. If the Bidder is unable to satisfy these requirements, then the product, process, or policy must be made compliant. Any work necessary to modify products, processes, or policies to fully align with federal requirements will not incur costs to the NDE above the awarded contract value. All work related to updated State and/or NDE requirements shall utilize the scope change process, as necessary.

c. Commitment to Accessibility

The Bidder shall be responsible for maintaining conformance of their systems to [Web Content Accessibility Guidelines Level 2.1AA](#) (WCAG) and the requirements of the [Nebraska Technology Access Standards](#) to ensure that any web content or interfaces are accessible. All information technology, including electronic information, software, systems, and equipment developed or provided as part of this work must comply with the agreeable applicable requirements of the [Nebraska Technology Access Standards](#). The Bidder annually will submit evidence that its systems and the content residing on its systems, as well as that submitted for inclusion on NDE websites, comply with the WCAG Level 2.1 AA and [Nebraska Technology Access Standards](#). This evidence shall include, but not be limited to, submission of the WCAG 2.1AA compliance validator report.

Any in-person training opportunities and/or stakeholder engagement must be made fully accessible including, but not limited to, the provision of amplification, visual supports, and translation services. Evidence of the application of these accommodations/accessibility supports to all training and stakeholder engagements will be required in order to satisfy their related deliverable.

d. Security of Student Data

The Bidder must annually submit to NDE written policies and procedures for protecting the personally identifiable information (PII) of students that fully comply with the Family Educational Rights and Privacy Act and Nebraska's [Rule 92, Chapter 6](#).

It is required that training in the safeguarding of student data be completed annually by staff and subcontractors that directly interact with student data. The training materials and a record affirming completion of training for identified staff must be submitted annually.

Student profile, interest, and score data collected as a part of the State's required school day administration cannot be shared with external third Parties without either the State's express written consent, or the affirmative direction of the student (if age 18 and above) or their parent or legal guardian (if younger than 18). Information may be shared with the relevant school or district entities with whom the student is enrolled (either now or in the future).

Students must be able to access and share the scores resulting from the State's administration of the College Admission Test with up to three institutions of higher education or scholarship granting organizations without creating an account vendor. In short, the vendor must collect and retain only such personally identifying information about students as is necessary to successfully roster, administer, score and report the results of the assessment.

If the Bidder collects profile or other information for college recruitment and/or scholarship opportunities and will therefore release such collected PII, such collection process must be through a process separate from the State's administration. A compliant policy and process for obtaining parent/guardian permission to share individual student data on behalf of the student must be posted, at a minimum, in both English and Spanish. The availability of the translations cannot be dependent on having access to a translation tool.

g. Quality of Work Products and Commitment to Reducing the Burden on School Districts.

All work products must be produced and delivered free of error and defect. This extends to all facets of the assessment product and related services, as well as to all public-facing communications and written materials both printed and online. Thorough copy-editing shall be performed **prior** to submission of any written materials for NDE approval to ensure that content is accurate, and grammar and formatting issues are resolved. An indication of the internal quality-assurance checks applied to work products shall accompany each deliverable. This must include the name and title of each reviewer, as well as the date of each review. NDE will not approve work products or communications containing errors.

All systems and processes employed by the Bidder shall prioritize the service provided to students and families and must support schools and districts in meeting the needs of students. To that end, the Bidder commits to designing and delivering defect-free systems and supports that operate effectively and efficiently to reduce the administrative and technology burdens on educators and educational systems. The Bidder shall submit annually to NDE the written policies and procedures that are in place for gathering and acting upon feedback from students, families, and educators to help inform continuous improvement.

h. Test Administration and Management

The bidder must provide a test administration platform for which access is based on role-based password protected accounts with the roles collaboratively defined and configured by the bidder and NDE and inclusive of State-, district-, and school-level users.

The system must have a means for adding and updating user accounts and for removing accounts via a batch upload or individually within the platform.

The system must have the capability for users with specified roles to upload and download data, rosters, and reports. This functionality must include the ability to utilize batch load files or to make updates directly within the systems interface.

Users with the appropriate roles must have the ability to update student registrations and accommodations at any point prior to, during, or after testing, and an audit trail shall be maintained to ensure the integrity of any changes made to student data within the system. As it relates to student information and related demographic information, ADVISER shall be the authoritative source of data.

The system must have the ability to handle student transfers and the transfer of student data between districts and schools with safeguards enacted to allow student PII to be visible to the responsible entity only. The process must be designed to seamlessly transfer students to avoid the duplication of student records across the system. The system must allow users with appropriate permissions to establish testing sessions as appropriate and to move students between those sessions.

i. NDE Review

The right to review any product, process or policy impacting the Nebraska assessment shall be granted to NDE and its external designees. As it relates to this requirement, an external designee is defined as a person or persons contracted by NDE to review and document quality control processes, to support compliance with Federal and State requirements and/or to support the integrity and interpretation of the product and processes employed by the Bidder.

E. BUSINESS REQUIREMENTS

Bidder should present their plan for delivering all required components of the College Admission Ttest.

1. Bidder Demonstration of Capacity

Bidder should provide sufficient evidence to demonstrate that they have the capacity to meet all RFP requirements.

2. Managing Risk

a. Conflict of Interest

In addition to certifying that Bidder has completed and agrees to Conflict of Interest requirements in section III of this RFP, Bidder should provide conflict of interest policies and procedures that govern their work.

b. Issue and Risk Management

Bidder must detail their risk management plan. This should include:

- Software used for issue and risk management
- Procedures and criteria for tracking, prioritizing, and reporting on issues and risks
- Procedures for managing, mitigating, and escalating issues and risks
- Procedures for escalation of issues and risks
- Procedures and requirements for periodically updating NDE staff of issues and risks important for their level of responsibility in the NDE.

The quality of all work and materials produced by the Bidder is critical to the successful completion of the statewide assessments. Consequently, there is no single 'quality control' task included in the Technical Approach for this RFP. Throughout their Proposal, Bidder must provide evidence and descriptions of the methods and procedures they use to ensure the quality and security of their work.

Additionally, technical documentation is an essential requirement for verifying the quality of work and for providing substantiated evidence of the validity and integrity of the assessment system. In addition to the specific technical reports and publications explicitly required in this RFP, the Bidder is expected to furnish comprehensive and ongoing technical documentation related to all key processes, including but not limited to test development, item selection, scoring methodologies, data analysis procedures, and validation studies.

F. SCOPE OF WORK

Bidder's scope of work should provide a high-level overview of the activities to be carried out under the Contract, and associated details may be provided in technical requirements and delivery sections of the Proposal. Throughout the Proposal, the bidder should clearly articulate how they will use human centered design (HCD) processes to ensure that the assessments and supporting systems work for the end users (the teachers, parents, and students interacting with the systems).

Nebraska is requesting Proposals for a College Entrance Exam (i.e., college admission assessment), as described in this RFP that reflects the state theory of action and is inclusive of ELA (with a writing component), mathematics, and science. Bidders must also include information as detailed in this RFP about their assessment design, development, administration and support of these programs and the professional development that will be offered in the state, including and beyond the training offered to schools to implement the assessment. Within each Proposal section, Bidders are also encouraged to present any innovative ideas or optional supports or pieces of the system they feel would benefit Nebraska but are not part of the base Proposal but need to call out specifically that these are optional — both in the text and in the cost Proposal.

1. Proposal Evaluation

Proposals will be evaluated based on the technical merit of the Proposal, and scoring will consider the following principles as part of the scoring process:

- Extent to which Proposal is consistent with best practices in assessment design and delivery as detailed in major reference sources
- Extent to which Proposal is consistent with the requirements of the RFP
- Extent to which the Proposal meets national norm referenced assessment criteria as required in Nebraska's "[Rule 10](#)"
- Extent to which Proposal clearly demonstrates principles of HCD
- Extent to which Proposal aligns with Nebraska's standard terms and conditions (Proposal changes to these are discouraged)
- Extent to which Proposal demonstrates efforts to minimize burden on students, school staff, district staff, and state staff (in that priority order)
- Quality, detail, and clarity of Proposal
- Extent to which Bidder has demonstrated their capacity to carry out the proposed activities
- Extent to which Bidder has demonstrated the existence of and full functionality of proposed software/hardware systems
- Extent to which the proposed change management plan minimizes disruption for students, school staff, district staff, and state staff (in that priority order)
- Extent to which Proposal directly fulfills the requirements of the RFP and includes associated pricing in the cost Proposal that is clear and easy to understand Bidders may also propose alternative solutions if they believe that they have a better approach, a value-added option that will not increase costs, or a more cost-effective

approach that will meet Nebraska's needs. If Bidder propose alternatives, they must justify why the alternative may be a better choice and must provide alternate pricing for the alternatives.

Bidders may also propose optional additions to strengthen the Nebraska program. If Bidders do so, they must clearly identify what options are both within the text of their Proposal and in their budget.

Evaluation will use a "best value" criterion for selecting from among Proposals that meet the baseline quality threshold, rather than a "lowest cost" criterion.

2. Proposal Organization

Bidder's technical approach will be split out between the workplan, technical requirements, project planning, and deliverable sections of their Proposal, and should be organized in the order and as numbered below. Headings indicate the components of the assessment system to be included. Bidder is encouraged to use section subheadings that align to the subheadings included in the RFP.

In addition to required components, Bidder may also wish to propose alternative or additional tasks that they feel would improve the efficiency of the project and/or quality of the materials produced for the project. Each additional task or activity should be called out in the Proposal and clearly identified and included as a separate item in the budget summary.

Organize the Proposal and Technical Approach in this way:

a. Business Requirements

1. Demonstration of Capacity
2. Managing Risk
 - i. Conflict of Interest
 - ii. Issue and Risk Management

b. Work Plan

1. Project Management Approach and Plan
2. Major Project Milestone Timeline

c. Technical Requirements

1. Assessment Design
 - i. Assessment Frameworks
 - ii. Purpose, Use and Claims
 - iii. Test Blueprints
 - iv. Estimated Testing Time
 - v. Platform
 - vi. Quality Assurance and Quality Control
2. Test Development
 - i. Content Alignment
 - ii. Fixed-Form Construction
 - iii. Field Testing
 - iv. Test Development Software
 - v. Accommodations and Language Support
3. Item Development
 - i. Item Banking and Development Software
 - ii. Item Technology Standards
 - iii. Item Workflow Process
 - iv. Item Specifications/Task Models
 - v. Item Refresh, Release, and Retirement
 - vi. Interaction Studies
 - vii. Item Development Needs Analysis
 - viii. Stimulus Procurement/Custom Development
 - ix. Stimulus and Item Review
4. Scoring
 - i. Rule Based Scoring
 - ii. Constructed Response Range finding
 - iii. Hand-scoring
 - iv. Artificial Intelligence Scoring
5. Psychometrics
 - i. General Psychometric Support
 - ii. Psychometric Software

- iii. Psychometric Model and Calibration
- iv. Field Test Item Analysis
- v. Operational Item Analyses
- vi. Test Development Analyses
- vii. Operational Test Form/ Event Analyses
- 6. Test Scoring
- 7. Standard Setting
- 8. Scaling and Equating
- 9. Technical Documentation
- 10. Validation Argument and Peer Review Support
- 11. Other Data Analysis

d. Project Planning and Management

- 1. Key Contacts and Program Management Team
- 2. Program and Project Management Responsibilities
- 3. Change Management
- 4. Project Scheduling
- 5. Quarterly Program Health Check Ups
- 6. Annual Meetings
- 7. Periodic Management Monitoring Meetings
- 8. Communication Support

e. Deliverables

- 1. Documentation
- 2. Test Administration
 - i. General Administration
 - ii. Test Security
 - iii. Disaster Planning and Recovery
 - iv. Practice Tests
 - v. Training Sandbox
 - vi. Training and Support for Administration
 - vii. Manuals
 - viii. Professional Learning/ Professional Development
 - ix. Help Desk
- 3. Reporting
 - i. Consideration of Audiences
 - ii. Reporting Elements
 - iii. Accounting for Error
 - iv. Online Dynamic Reporting System
 - v. Paper Reports
 - vi. Data Files
 - vii. Reporting Timelines
 - viii. Reporting Training

f. Principles for Cost Proposal Development

Cost Proposals should clearly delineate the larger section of the RFP the bids are tied to and should separate baseline costs from optional proposed costs and enhancements. A template is provided below to guide cost Proposal development.

Table B.5: Cost Table

Cost Table				
Section	Base Program Cost	Option A	Option B	Add Columns for Other Bidder Selected Options
Project Planning and Management				
College Entrance Exam				
Assessment Design and Test Development				
College Entrance Exam				
Assessment Administration				
College Entrance Exam				
Psychometrics/Validation Argument and Peer Review Support				
College Entrance Exam				
Technology				
College Entrance Exam				
Scoring/Scaling and Equating				
College Entrance Exam				
Professional Development and Student Supports				
College Entrance Exam				
Technical Documentation				
College Entrance Exam				
Customer Service and Supports				
College Entrance Exam				
Reporting				
College Entrance Exam				
TOTAL PROPOSED COST	Base Program Cost	Option A	Option B	Add Columns for Other Bidder Selected Options

G. WORK PLAN

1. Project Management Approach and Plan

The Bidder must carry out this project under the direction and control of the NDE. Within two weeks of the execution of the Contract, Bidder must submit a project plan to the NDE for final approval. This project plan must agree with the Proposal and must include the following:

- Bidder's project organizational structure.
- Bidder's staffing table with names and titles of personnel assigned to the project. This must agree with staffing of the accepted Proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the NDE.
- The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each, including a Key Date timeline.
- Plan for project scheduling, including the tools, methodologies, and resources Bidder intends to utilize. This

should encompass the creation, management, and maintenance of the project schedule throughout the duration of the Contract.

- Identification of any specific procedures and protocols that will govern project scheduling activities. This should include guidelines for defining project tasks, allocating resources, setting milestones, and tracking progress.

Bidder must manage the project in accordance with recognized project management standards. Bidder should:

- Provide compelling evidence showing proficiency in successfully leading and executing complex statewide assessment systems.
- Present a comprehensive discussion on the implemented approaches to project management used in developing and fully implementing a state assessment system that incorporates both interim and summative assessments.
- Show detailed documentation of strategic planning, meticulous scheduling, effective resource allocation, stakeholder engagement, risk mitigation, and successful coordination of diverse teams.
- Provide examples of timelines for planning, implementation, and evaluation of a state assessment system for this scale.

The NDE anticipates consistent interaction between Bidder and Nebraska stakeholders throughout the project, involving in-person annual planning meetings, biannual presentations and engagement with the Technical Advisory Committee (TAC), quarterly submission of project reports, and as-needed communication through email, phone, web-conferencing, and other relevant means.

2. Major Project Milestone Timeline

The NDE desires that the College Admission Test be operational by Spring 2027. Bidder should describe any constraints or advantages to altering this schedule. Bidder shall also describe the major activities and the time schedule.

H. TECHNICAL REQUIREMENTS

The Technical Requirements section of Bidder's Proposal should speak to how Bidder will meet the technical requirements of the RFP including those meeting the required components necessary for building the assessment system in a technically sound manner.

1. Assessment Design

i. Assessment Frameworks

Bidder should describe in this section the procedures and processes used for developing assessment frameworks (format of assessment, item types recommended to cover standards, technology and administration techniques used) in alignment with the state's content standards, principled assessment design (PAD) and evidence centered design (ECD) processes and detail the update and documentation process for such frameworks. Frameworks are not assessment blueprints but instead are guiding documents that describe the bidder's overall approach.

2. Summative Assessment

Purpose, Use, and Claims

Summative assessment is intended to provide information about performance in relation to the state content and performance standards. In addition, the assessment will provide information about student performance using normative referenced items. The summative assessment must meet federal and state guidelines. Student performance will be aggregated into student group, school, district, and state levels. Reports will be used by students, parents/guardians, educators, and policymakers to understand performance and make comparisons across Nebraska. A key use will be to fulfill the NDE's school accountability plans that satisfy federal accountability requirements. **Subscores are required.**

i. Content

Bidder shall propose how the state content standards for ELA, math, and science shall be addressed. The state content standards for ELA, math, and science are found [here](#), [here](#), and [here](#).

ii. Overall Claims

Bidder should respond to the extent to which the current claims supported by the NSCAS assessment system will continue to be supported in their proposed system.

Claims to be Supported by the Assessment Program:

a. Measure Student Achievement:

The assessment program aims to measure student achievement in key subject areas and grade levels, providing insights into students' mastery of content knowledge and skills.

- b. **Inform Stakeholders:** The assessment program is designed to inform various stakeholders, including students, parents/guardians, teachers, policymakers, and the public, about student achievement levels and progress over time.
- c. **Evaluate Program Effectiveness:** The assessment program serves as an outcome measure for evaluating the effectiveness of educational programs and initiatives, providing data to assess the impact of interventions and instructional strategies.

Requirements for Bidder to Assist in Developing Supported Claims:

- a. **Collaborate with Stakeholders:** Bidder is expected to collaborate with Nebraska and relevant stakeholders to identify and develop clear and actionable claims that align with the goals of the assessment program to the extent possible.
- b. **Utilize Evidence-Based Practices:** Bidder should utilize evidence-based practices and methodologies to ensure that the claims are valid, reliable, and aligned with established educational standards and frameworks.
- c. **Provide Expertise and Guidance:** Bidder should leverage their expertise in assessment design and psychometrics to provide guidance and support to the state in developing supported claims that accurately reflect student achievement and program effectiveness.
- d. **Conduct Validation Studies:** Bidder may be required to conduct validation studies to gather evidence supporting the validity and reliability of the claims, ensuring that they accurately reflect student performance and program outcomes.
- c. **Ensure Clarity and Transparency:** Bidder should ensure that the supported claims are clear, transparent, and understandable to all stakeholders, facilitating informed decision-making and interpretation of assessment results.

The following provides more specific information about current claims supported by NSCAS.

Table B.6: Claims supported by NSCAS

Subject	Claim
Reading	The performance levels for reading in Nebraska are differentiated by several factors, including the complexity of texts, the accuracy and depth of comprehension demonstrated in student responses, and the ability to cite evidence from the texts. This approach aligns with Nebraska's educational standards, which emphasize students' proficiency in analyzing and synthesizing information from diverse sources. The Cognitive Complexity Framework guides item development and reflects Nebraska's focus on text-based evidence, critical thinking, and comprehension skills essential for success in higher education and the workforce.
Writing	The writing claim is composed of two sub-claims: written expression and knowledge of language and conventions. Factors differentiating the performance levels for writing include how consistently and fully students develop ideas, including when drawing evidence from one or more sources, how well they organize their writing, and their command of grammar and language usage.
Math	Nebraska's math assessment aims to assess students' readiness for college and careers by evaluating their mastery of grade-level and course-level mathematical concepts and skills. The assessment aligns with Nebraska's educational standards and the Framework for Evaluating Cognitive Complexity , which emphasize students' ability to apply mathematical concepts in real-world contexts, analyze and solve complex problems, and communicate mathematical reasoning effectively. Sub-claims include proficiency in major content areas with connections to mathematical practices, as well as the ability to apply mathematical reasoning and modeling skills to solve practical problems encountered in academic and professional settings.
Science	The science claim assesses students' proficiency in scientific inquiry, concepts, and application of scientific knowledge. Sub-claims include understanding scientific concepts, conducting scientific investigations, analyzing and interpreting data, applying scientific reasoning, and demonstrating knowledge of the nature of science.

Policy ALDs

The Nebraska Policy ALDs guide the establishment of the intended policy outcomes the NDE desires for Nebraska students.

- Developing learners do not yet demonstrate proficiency in the knowledge and skills necessary at this grade level, as specified in the assessed Nebraska College and Career Ready Standards.
- On Track learners demonstrate proficiency in the knowledge and skills necessary at this grade level, as specified in the assessed Nebraska College and Career Ready Standards.
- Advanced learners demonstrate advanced proficiency in the knowledge and skills necessary at this grade level, as specified in the assessed Nebraska College and Career Ready Standards.

Estimated Testing Time

Testing times are crucial for planning and scheduling assessments effectively. Testing time refers to the total time students spend engaging with the assessment, including time spent on actual test items, reading instructions, taking breaks, and completing any pretest activities.

Overall, the goal is to ensure that testing time is reasonable, efficient, and conducive to valid and reliable assessment results. By providing accurate estimates and updating estimation processes, bidders play a critical role in supporting the successful implementation of Nebraska state testing assessments.

Platform

The NDE highly prioritizes the pursuit of an advanced assessment platform that streamlines the user experience and enhances the overall efficiency and effectiveness of the assessment process. Any information for assessment services should include both administration and reporting platforms for the College Entrance Exam. While Bidder may choose to describe or demonstrate in detail the platform features that support specific areas of assessment development and support elsewhere in the Proposal, Bidder should describe in this section the extent to which their platform supports the entirety of the balanced assessment system.

Quality Assurance and Quality Control (QA/QC)

Bidder should detail their QA/QC process to ensure that all platforms, items and associated technology work across devices as intended, for all audiences.

3. Test Development

i. Content Alignment

To fully represent the constructs being assessed by NSCAS to determine if students are ready for college and careers, solid content alignment is critical. Bidder should explain their process for content alignment for the items used in test administration, including adherence to specifications, common interpretations of the standards, and an approach for cognitive complexity across all item types.

ii. Fixed-Form Construction

The NDE has established comprehensive requirements for fixed form construction. Bidder must adhere to the following specifications:

Test maps must be created containing detailed information for each item on every test form. This includes item statistics and metadata such as form ID, item position, item family ID, item ID, associated stimuli IDs, correct answer, item type, maximum item score, allowable item scores, item function (e.g., field test, operational), equating item flag, core vs. matrix representation flag, and item enemies.

Bidders should describe the method for selecting items to align with the blueprint of the assessment and for selecting items to be included in operational test forms.

Bidder should specify the process used for selecting items for vertical and/or horizontal linking across different forms or stages of the assessment.

iii. Field Testing

The Proposal must include the methodology of field-testing that shows field-testing of items is accomplished with a student group representative of Nebraska students. Bidder should detail the process for selecting items for field testing to ensure validity and reliability.

iv. Test Development Software

Bidder should identify the software tools and code utilized for test development. Open-source solutions are preferred, while commercially available options are acceptable. Proprietary software should be avoided when possible.

v. Accommodations and Language Supports

The NDE's assessment must be built on an accessibility framework for all students. It is vital to Nebraska to provide the tools and accommodations to enable all students to demonstrate what they know and can do. See: [Assessment and Accountability Manual](#) and the [NSCAS Accessibility Manual](#). Bidder should describe the accommodations that will be included in their assessment system, as well as the language supports available within their balanced assessment system.

vi. Item Banking and Development Software

Bidder should provide detailed information regarding the item development and banking software platform that will be utilized for the Nebraska College Entrance Exam. Depending on the approach, please address the following:

If Bidder will be using their own software platform:

- Provide a comprehensive description of the item development banking software, including its key features and functionalities.
- Include screenshots or critical functions to provide a visual representation of the platform's capabilities.
- Describe how the software platform connects to other IT systems, if applicable.

If Bidder will be developing new item development and banking software for Nebraska to own:

- Outline the technical specifications and requirements for the software that will be developed for the state.
- Provide detailed information on the functionalities and features that will be included in the software.
- Explain how the proposed software solution will meet the specific needs and objectives of the project.

If Bidder will be required to use a specific third party owned platform:

- Describe the technical details of the platform that will be used.
- Highlight the key features and functionalities of the platform and how it aligns with the requirements of the Nebraska statewide assessment project.
- Explain how Bidder will effectively utilize the platform to meet the objectives of the assessment project and ensure seamless integration with other systems, if applicable

vii. Item Technology Standards

Adherence to the most recent QTI and APIP standards is required to maximize consistency between item rendering engines and to facilitate the transition of items across bidders at the end of the contract.

Bidder should explain the item storage and export formats they use and provide exemplars of formatting guidelines used for QT/APIP compliant exports.

Bidder should also provide assurances and processes (QA/QC or other) that they will use to ensure that the rendering functionality of their item rendering engine is consistent with the administration platform on a variety of devices.

viii. Item Workflow Process

Bidder should provide an overview of the workflow process for items as they progress from assignment through various stages, including item writing, committee review, field testing, and operational testing. This may include AI supported steps in the item development process.

ix. Item Specifications/Task Models

All items developed for the College Entrance Exam should align to one standard and should follow best practices for creating test items. The Range Achievement Level Descriptors (RALDS) provide detailed information regarding each standard and how to assess student knowledge at different levels for each standard. Items should meet the level specified for each standard. Following best practices, including style, helps ensure that items are accurately measuring student knowledge at each level by focusing the items on construct-relevant information and presentation. The item specifications incorporate information from each source into a single file to provide a high-level overview for creating College Entrance Exam test items.

Bidder should detail their approach to creating item specifications and any task models being proposed including:

Structure of Specifications:

- Item specifications should be structured to clearly define the characteristics, parameters, and requirements of assessment items. This includes specifying the content domain, cognitive process, item type, format, and any specific constraints or considerations.
- Specifications should be organized in a systematic manner, with clear headings, categories, and subcategories to facilitate navigation and understanding.

Granularity and Alignment:

- To the extent possible, item specifications should align closely with NDE content frameworks, including content standards, annotations of standards, claims, and blueprints. This alignment ensures that assessment items effectively measure student proficiency across key domains and levels of achievement.
- Specifications should provide detailed guidance on how assessment items should address specific content standards, claims, and other relevant criteria, ensuring that items are valid, reliable, and aligned with educational goals.

Integration with Content Frameworks:

- To the extent possible, specifications should be integrated seamlessly with Nebraska's content frameworks, serving as a bridge between educational standards and assessment items.
- Specifications should clearly indicate how assessment items contribute to the measurement of student proficiency in specific content areas, cognitive processes, and levels of achievement.

Flexibility and Adaptability:

- Specifications should allow for flexibility and adaptability to accommodate changes in educational standards, assessment priorities, and student needs over time.
- Bidders should demonstrate the ability to update and revise specifications as needed to reflect evolving educational goals and best practices in assessment design.

x. Item Refresh, Release, and Retirement

Field-tested items are removed from the pool if they do not pass data review. Operational items are retired (i.e., removed) based on content and psychometric reviews of items flagged based on their item statistics and a set of flagging criteria after each administration. There is no limit to how many times an item can be used operationally. Items may also be re-field tested if deemed necessary (e.g., if an item required revisions for clarifications or if an item changed grades based on a new set of standards).

Bidder should explain their proposed approach to item refresh rates, public item release rates, and item retirement in the Proposal.

xi. Item Development Needs Analysis

Bidder should present their plan to analyze enhancement needs for existing item pools using rigorous methodologies and comprehensive approaches.

Bidder must develop a methodology for estimating item development needs for each blueprint element for the specified number of forms or for adaptive level item banks. For fixed-form assessments, this involves determining the number of items required to adequately cover each content area, cognitive process, and difficulty level outlined in the blueprint. For Item Adaptive Testing this includes estimating item development needs at the lowest-level granularity of blueprint cells to create a pool that satisfies the blueprint for all students and involves determining the number of items required to cover each specific content area, cognitive process, and difficulty level targeted by the adaptive testing algorithm.

Bidder must account for overages in item development to accommodate items and item families that may not survive item review committees. This requires allocating additional resources to develop alternative items or revise existing items based on feedback from review committees.

Bidder must allocate overages in item development to address challenges in targeting item difficulty to meet needs for measurement precision. This includes ensuring that test information curves are targeted appropriately for fixed-form testing, and that item-adaptive testing maintains adequate measurement precision for all students.

xii. Stimulus Procurement/Custom Development

Bidder must procure or develop stimuli for independent items that require accompanying text, images, or other media to support student responses. Stimuli should be selected or created to align closely with the content standards and assessment objectives, providing relevant context for students to demonstrate their understanding and skills.

When sourcing or creating appropriate stimuli for use in statewide assessments, Bidder must adhere to the following guidelines:

- **Reading Level:** Stimuli should be at an appropriate reading level for the intended grade level of the assessment. For reading tests, stimuli should typically be on grade level.
- **Vocabulary Restrictions:** Stimuli should utilize vocabulary that is aligned with the grade level and content standards being assessed. Complex or unfamiliar vocabulary should be limited to ensure that students can accurately comprehend and respond to the stimuli.
- **Passage Length:** The length of reading passages should be appropriate for the grade level and assessment format. Passages should provide sufficient context and information for students to respond to assessment items effectively without being excessively long or verbose.
- **Digits of Precision for Tables and Graphs:** For math or science assessments that include tables, graphs, or other visual representations, stimuli should adhere to specific guidelines for the digits of precision. This ensures consistency and accuracy in interpreting and analyzing the data presented.
- **Paired, Tripled, or Quadrupled Stimuli:** In assessments that require intertextual comprehension in reading or the synthesis of multiple sources of information in math or science, stimuli may need to be paired, tripled, or quadrupled. This allows students to analyze and compare multiple sources of information to demonstrate their understanding and critical thinking skills.
- **Acceptable Sources of Stimuli:** Stimuli must be procured from acceptable and reputable sources that align with the content standards and assessment objectives. Acceptable sources may include published materials, educational resources, databases, and online repositories.
- **Approval Procedures:** Bidder must establish approval procedures to ensure that all stimuli used in the assessment are appropriate, relevant, and aligned with the content standards. This may involve a rigorous review process conducted by subject matter experts, educators, and assessment specialists to verify the quality and suitability of the stimuli.
- **Copyright Clearance:** Bidder is encouraged to utilize the Copyright Clearance Center (CCC) or similar services to obtain copyright permissions for stimuli procured from copyrighted materials. This helps mitigate legal risks and ensures compliance with copyright laws while reducing state costs and streamlining approval processes.
- **Quality Assurance Measures:** Bidder must implement quality assurance measures to guarantee the accuracy, authenticity, and relevance of procured stimuli. This may include conducting thorough checks for factual accuracy, language appropriateness, and cultural sensitivity to ensure that stimuli meet the needs of diverse student populations.
- **Documentation and Transparency:** Bidder must maintain detailed documentation of all stimuli procurement activities, including the sources of stimuli, copyright permissions obtained, and approval procedures followed. Transparency in the procurement process is essential to ensure accountability and integrity in the development of statewide assessments.

Overall, appropriate stimuli for Nebraska statewide assessments should be carefully curated to align with grade-level expectations, content standards, and the cognitive demands of the assessment. Stimuli should be engaging, accessible, and relevant to ensure that students can effectively demonstrate their knowledge and skills on the assessment.

Bidder should detail their process and plan for creating or obtaining stimuli including stimuli surrounding the phenomena needed to support state science assessments in their Proposal.

xiii. Stimulus and Item Review

Bidder should describe their process for content, bias, sensitivity, accessibility, fairness, or other item reviews. Item review description should identify item review committees, purpose, composition, and responsibilities, and should, to the extent practicable include Nebraska educators as central committee members.

Bidder is encouraged to describe the recruitment process they will use to ensure that the range of perspectives needed for each committee is met and the committee is diverse and appropriate for the purpose of the committee.

Committee members must receive training on their roles and responsibilities, including the criteria for evaluating items, the importance of alignment with content standards and cognitive demand, and the need for unbiased and equitable review practices. Training should address potential tensions and emphasize the importance of collaboration and consensus-building. Safeguards should be implemented to ensure the independence of item reviewers' individual and consensus ratings. This includes measures to prevent conflicts of interest and maintain the integrity of the review process.

Item review procedures should involve both independent and group consensus activities. Each panel

member should independently review and rate items based on content accuracy, alignment with content standards, and cognitive demand. Additionally, group consensus sessions should be facilitated to discuss discrepancies, resolve issues, and reach consensus on item ratings and recommendations for improvement.

4. Scoring

i. Rule Based Scoring

Related to rule based (non-AI or human based scoring), Bidder must demonstrate how they will meet the following requirements as appropriate to the item types and blueprints proposed:

For Paper-Based Administration:

- **Scanning Procedures:** Detail the procedures for scanning paper-based answer sheets.
- **Transformation of Scanned Images:** Describe the process for converting scanned images into scorable data.
- **Human Review of Ambiguous Images/Data:** Outline procedures for human review of ambiguous scanned images or data.
- **Scoring Data Derived from Scanned Images:** Explain the process for scoring data obtained from scanned images.
- **Quality Control Procedures:** Provide details on quality control procedures for all steps of the scanning process.
- **Criteria for Successful Quality Control:** Define criteria for successful quality control checks.
- **Quality Assurance/User Acceptance Testing:** Describe procedures and criteria for quality assurance and user acceptance testing.

For Computer-Based Administration:

- **Telemetry Data Capture Requirements:** Specify requirements for capturing telemetry data during computer-based testing.
- **Response Data Capture Requirements:** Detail requirements for capturing response data from computer-based testing.
- **Scoring Rule-Development Procedures:** Outline procedures for developing scoring rules for each item type or specification.
- **Electronic Documentation of Scoring Rules:** Provide readable, electronic documentation for each unique set of scoring rules.
- **Quality Control Procedures:** Describe procedures for testing the completeness of scoring rules, including handling creative and unexpected responses.
- **Criteria for Successful Quality Control:** Define criteria for successful quality control checks.
- **Procedures for Responding to Unsuccessful Quality Control:** Detail procedures for addressing unsuccessful quality control checks.
- **Quality Assurance/User Acceptance Testing:** Specify procedures and criteria for quality assurance and user acceptance testing.

ii. Constructed Response Rangefinding (and anchor/training paper selection)

Bidder must detail their scoring processes, included those related to combining and aggregating of any selected response and constructed response items, clearly documented. Bidder must detail their approach to Constructed Response Rangefinding, encompassing both anchoring activities and the development of training materials for scoring. Bidder must address the following specifications:

Rangefinding Paper Selection:

- **Procedures:** Provide detailed procedures for selecting papers to be used in the rangefinding process. This should include criteria for paper selection and the process for identifying appropriate samples.
- **Sample Annotated Agendas:** Include sample agendas outlining the steps involved in the rangefinding paper selection process, including timelines and responsibilities.

Rangefinding Panel Recruitment Training:

- **Recruitment:** Describe the recruitment process, including Nebraska educator involvement, for rangefinding panels. Bidder must plan to handle all logistics and payments for panel members.
- **Procedures:** Describe the training procedures for rangefinding panel members. This should cover the training content, methods, and duration.
- **Sample Materials:** Provide sample training materials such as presentation slides, handouts, or videos used to train rangefinding panel members.

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Rangefinding Workshops:

- **Procedures:** Outline the procedures for conducting rangefinding workshops. This should include the structure of the workshops, the roles of facilitators and participants, and any specific activities involved.
- **Sample Materials:** Include sample workshop agendas, materials, and exercises used during the rangefinding workshops.

Rubric Finalization:

- **Procedures:** Detail the process for finalizing rubrics based on the outcomes of the rangefinding activities. This should cover how feedback from rangefinding is incorporated into the rubric development process.

Selection of Anchor/Validity Papers and/or AI Scoring Engine Training Corpus:

- **Procedures:** Specify procedures for selecting anchor papers or establishing a corpus for training artificial intelligence scoring engines. This should include criteria for selecting papers and the process for establishing the corpus.
- **Sample Materials:** Provide samples of anchor papers or training corpus documents used in previous assessments, if available.

iii. Hand-scoring

If Bidder is proposing constructed response items that need hand-scoring, Bidder should detail their hand-scoring approach hand-scoring approach and process. Bidder must address the following specifications:

- **Qualifications for Hand-Scorers:** Outline the qualifications required for hand-scorers, including desired experience, education, and demographic considerations.
- **Recruitment Procedures:** Describe the procedures for recruiting hand-scorers, including sourcing, selection criteria, and outreach methods, including outreach to Nebraska educators.
- **Annotated Training Agenda, Procedures, and Materials:** Provide a detailed annotated training agenda outlining the topics covered, training procedures, and materials used during hand-scoring training sessions.
- **Criteria for Successful Completion of Training:** Define the criteria that hand-scorers must meet to successfully complete their training, including performance benchmarks and assessments.
- **Monitoring Validity:** Explain the procedures for monitoring the validity of hand-scoring, including the random seeding of validity/anchor papers and checks for adherence to scoring rubrics.
- **Monitoring Reliability:** Describe the methods for monitoring inter-rater reliability among hand-scorers, including the calculation of agreement rates and measures taken to address discrepancies.
- **Monitoring Rater Drift:** Outline procedures for detecting and addressing rater drift, including ongoing monitoring and interventions to maintain consistency in scoring.
- **Identification of Poorly Performing Raters:** Detail the procedures and criteria for identifying hand-scorers who are performing below the expected standards.
- **Remediation and/or Dismissal of Poorly Performing Raters:** Provide protocols for remediation efforts and potential dismissal of hand-scorers who consistently fail to meet performance standards.
- **Procedures for Re-Rating Papers:** Specify procedures for re-rating papers that have been graded by poorly performing hand-scorers to ensure accuracy and fairness.
- **Requirements for Double-Reading:** Define the requirements for double-reading papers, including the resolution or sampling rate for double reading.
- **Handling Exceptional Circumstances:** Outline procedures for handling exceptional circumstances, such as hard-to-score papers, aberrant responses, and alert papers, ensuring appropriate protocols are in place.
- **Mock or Sample Quality Monitoring Summaries:** Include mock or sample daily, weekly, and final hand-scoring quality monitoring summaries to demonstrate the proposed monitoring and evaluation processes.

iv. Artificial Intelligence Scoring

A Bidder may include a plan for artificial intelligence (AI)-based scoring for constructed responses. If Bidder chooses to do so, they must address the following specifications:

- **Description of Procedures/Analyses:** Provide a detailed description of the procedures and analyses used in AI-based scoring, including the algorithms and methodologies employed.
- **Scoring Engine Training Procedures:** Outline the procedures for training the scoring engine, including the development of scoring rules and routing for human scoring of exceptional papers.
- **Exceptional Categories for Human Scoring:** Specify the categories of papers that require human scoring, such as hard-to-score papers, aberrant responses, and alert papers, and describe the procedures for assigning these papers for human evaluation.

- **Scoring Engine Monitoring Procedures:** Detail the procedures for monitoring the AI scoring engine, including the sampling of papers for human read-behind and analysis to ensure accuracy and reliability.
- **Criteria for Successful AI-Based Scoring:** Define the criteria for successful AI-based scoring, including accuracy, consistency, and adherence to quality standards.
- **Response to Missed Quality Criteria:** Provide procedures for responding to instances where the AI-based scoring misses quality criteria, including protocols for re-scoring and quality assurance measures.
- **Mock or Sample Monitoring Summaries:** Include mock or sample daily, weekly, and final AI scoring monitoring summaries to demonstrate the proposed monitoring and evaluation processes.

5. Psychometrics

i. General Psychometric Support

Bidder shall provide for the direct involvement of a qualified psychometrician with sufficient time to ensure technical quality for the College Admission Test of ELA, mathematics, science, and writing, such as:

- Item and assessment formatting appropriate to both online and pencil-and-paper administration.
- Items and test forms for field testing and equating multiple forms including embedded items.
- Appropriate validity and reliability calculations.
- Appropriate cut-score processes as needed.
- Alignment of items and test forms with enough Nebraska State Standards to meet the requirements of USDE peer review.
- Inclusion of item statistics in the item banks for alternate and general assessments.
- Converting raw scores to scaled scores for reporting purposes.
- Technical and policy support for all assessments.
- Bidder shall attend semi-annual one-day meetings of the NDE Technical Advisory Committee (TAC) as requested. The Proposal budget may include costs for attendance at the meeting of up to three staff such as the project director, project lead psychometrician, and one additional staff member.

Bidder should plan for the project director and psychometrician to provide information and technical support for two meetings a year of the statewide assessment advisory group.

This Proposal must address how Bidder will meet the Standards for Educational and Psychological Testing (AERA, APA, & NCME, 2014).

ii. Psychometric Software

Bidder should provide detailed information about the Psychometric Software intended for use. The NDE recommends the use of commercially available software or open-source solutions like R to ensure consistency and facilitate transition between Bidders. Please outline the following:

- **Software Description:** Provide a comprehensive description of the psychometric software to be utilized, highlighting its capabilities, functionalities, and compatibility with the assessment requirements.
- **Software Source:** Specify whether the software is commercially available or open source. If it is open source, detail how it aligns with the assessment needs and facilitates seamless transition between bidders.
- **Transition Considerations:** Explain how the chosen software minimizes inconsistencies during transitions between Bidders. Discuss any challenges or advantages associated with transitioning the software from one Bidder to another.
- **Compatibility:** Describe how the software meets the compatibility requirements for the assessment project. Include information about its compatibility with other systems or software used in the assessment process.
- **Support and Maintenance:** Outline the support and maintenance services provided for the software. Include details about updates, patches, and technical assistance available to ensure smooth operation during the assessment process.
- **Data Security:** Address data security measures implemented within the software to safeguard sensitive assessment data. Explain how the software ensures compliance with data protection regulations and standards.
- **Scalability:** Discuss the scalability of the software to accommodate potential changes or expansions in the assessment program. Explain how the software adapts to varying testing volumes and requirements.
- **Cost Considerations:** Provide information on the cost implications associated with the software, including licensing fees, subscription models, or any other relevant expenses. Consider factors such as long-term sustainability and budgetary constraints.

iii. Psychometric Model and Calibration

Bidder should address the following in their approach to psychometric modeling and calibration:

- **Model Selection:** Provide a detailed description of the psychometric model(s) proposed for use in the assessment. Justify the selection of the model(s) based on its appropriateness for the assessment goals, population, and content areas.
- **Dimensionality and Subscoring:** Describe how the psychometric model addresses dimensionality and subscoring within the assessment framework. Outline the methods used to identify and validate latent constructs or subscales.
- **Measurement Invariance:** Ensure that the psychometric model accounts for measurement invariance across different demographic groups (e.g., gender, ethnicity, socioeconomic status). Describe procedures for testing and verifying measurement invariance.
- **Model Fit:** Demonstrate that the selected psychometric model(s) adequately fit the data obtained from the assessment. Provide criteria for assessing model fit and procedures for evaluating model adequacy.
- **Item Calibration Procedures:** Outline the procedures for item calibration within the psychometric model(s). Include details about item parameter estimation methods, such as item response theory (IRT) or classical test theory (CTT), and the software/tools used for calibration.
- **Equating Procedures:** Describe the procedures for equating test scores across different forms or administrations of the assessment. Address issues related to test equating, including linking methods and techniques for ensuring score comparability.
- **Reporting:** Specify how psychometric findings will be reported and communicated to stakeholders. Include information on reporting formats, data visualization techniques, and interpretation guidelines for psychometric results.
- **Validation:** Provide evidence of the validity of the chosen psychometric model(s) for the intended purposes of the assessment. Include validation studies conducted to support the use of the model(s) in measuring student achievement and informing educational decisions.

6. Field Test Analysis

The NDE has established specific requirements for conducting classical and item response theory (IRT)-based items. Bidder should propose their approach to field test item analyses for content and fairness review in the statewide assessment (e.g. classical and item response theory (IRT) analyses). This should include any item analyses performed in support of content review or fairness review (bias, sensitivity, accessibility) such as distractor analyses, p-values, item total correlations, DIF, and any other types of item analyses. It should specifically address flags for each type of analysis to be highlighted in data review sessions with item review committees.

i. Calibration and Scaling

Bidder will calibrate test items using an appropriate item-response theory (IRT) model(s). The Proposal must include a discussion of the benefits of the proposed IRT model, its appropriateness for the tests, and indicate which software will be used.

ii. Operational Item Analyses

Bidder should detail their IRT-based operational item analyses to identify potential issues with operational items in the statewide assessment. This should include:

- Scoring Key Verification
- Item Display Evaluation
- Item Difficulty Analysis
- Item Discrimination Examination
- Item Fit to Model
- Quality Assurance Checks
- Data Forensics
- Any other checks and analyses Bidder deems appropriate

In conjunction with the test security protocol described in the assessment administration section of the Proposal, Bidder should include a description of appropriate methods for analyzing data to identify inconsistencies and problems for both online and pencil-and-paper tests and to include a security incident response plan. Bidder is expected to provide a solution for not only reporting on data forensics but supporting the NDE in its use of the report and follow up on issues of concern indicated in data forensics report.

Bidder will provide a report documenting irregular responses such as blank answer documents, excessive item non-response, and excessive multiple marks (paper and pencil assessments).

The NDE and Bidder will determine levels of excessive non-response and multiple marks (paper and pencil assessments), and other indicators of irregular response. The Proposal must describe how this requirement

will be met. The Proposal must include a solution for real time and end-of-testing support of the NDE in data forensics. Bidder is expected to provide a solution for not only reporting on data forensics but supporting the NDE in its use of the report and follow up on issues of concern indicated in data forensics report.

The NDE anticipates that Bidder will use multiple methods to analyze results. Bidder will submit samples of data forensics reports illustrating how the results can be used by the NDE. The Proposal must include detailed specifications of the statistical analyses used to provide the data forensics analyses.

Analyses must include a plan for Bidder to work with the NDE to establish parameters for decision-making of outlying testing aberrations. The Proposal must describe how this requirement will be met.

The Proposal must include a solution for real time and end-of-testing support of the NDE in data forensics.

7. Test Development Analyses (information/CSEM, reliability, precision, classification accuracy and consistency)

Bidder Proposals should speak to their standards for conducting test development analyses during the assembly of statewide assessment. This should include at least the following:

- **Test Information Analysis:** Perform analyses to evaluate the match between the projected test information curves and the target test information curves. Assess the distribution of measurement precision across different ability levels and ensure that it aligns with the intended goals of the assessment.
- **Conditional Standard Error of Measurement (CSEM) Analysis:** Conduct analyses to estimate the conditional standard error of measurement curves across various ability ranges. Evaluate the precision of test scores and identify areas where measurement error may be higher, particularly for students with different levels of ability.
- **Reliability Assessment:** Evaluate the reliability of the assessment using classical and modern methods. Analyze the consistency and stability of test scores over different administrations and conditions and assess the internal consistency of the assessment items.
- **Precision Analysis:** Assess the precision of test scores by examining the variability in measurement error across different ability levels. Identify areas where measurement precision may be lower and develop strategies to improve the reliability and precision of the assessment.
- **Classification Accuracy Evaluation:** Analyze the accuracy of classification decisions based on test scores, particularly for identifying students at different proficiency levels. Assess the extent to which test scores accurately reflect students' true abilities and provide meaningful information for decision-making purposes.
- **Classification Consistency Examination:** Evaluate the consistency of classification decisions across different administrations and conditions. Ensure that classification decisions are stable and reliable over time and identify any sources of variability that may affect consistency.

i. Operational Test Form/Event Analyses (actual information/CSEM, reliability, precision, classification accuracy and consistency)

Bidder Proposals should speak to their standards for conducting test event analyses about the statewide assessment given. This should include at least the following:

- **Test Information Analysis:** Perform analyses to evaluate the match between the projected test information curves and the target test information curves. Assess the distribution of measurement precision across different ability levels and ensure that it aligns with the intended goals of the assessment.
- **Conditional Standard Error of Measurement (CSEM) Analysis:** Conduct analyses to estimate the conditional standard error of measurement curves across various ability ranges. Evaluate the precision of test scores and identify areas where measurement error may be higher, particularly for students with different levels of ability.
- **Reliability Assessment:** Evaluate the reliability of the assessment using classical and modern methods. Analyze the consistency and stability of test scores over different administrations and conditions, and assess the internal consistency of the assessment items.
- **Precision Analysis:** Assess the precision of test scores by examining the variability in measurement error across different ability levels. Identify areas where measurement precision may be lower and develop strategies to improve the reliability and precision of the assessment.
- **Classification Accuracy Evaluation:** Analyze the accuracy of classification decisions based on test scores, particularly for identifying students at different proficiency levels. Assess the extent to which test scores accurately reflect students' true abilities and provide meaningful information for decision-making purposes.
- **Classification Consistency Examination:** Evaluate the consistency of classification decisions across different administrations and conditions. Ensure that classification decisions are stable and reliable over time and identify any sources of variability that may affect consistency.

ii. Test Scoring

The NDE has established comprehensive requirements for test scoring to ensure the accuracy and reliability of statewide assessments. Bidder is expected to adhere to the following specifications:

- **Detection of Abnormal Responses:** Implement procedures to detect abnormal responses indicative of inattentive students, poor fit, or other irregularities during test administration. Report on the prevalence of abnormal responses and take appropriate action to address them.
- **Handling Problematic Paper Answer Documents:** Develop procedures for detecting and addressing problematic paper answer documents, such as those completed with pen instead of pencil or documents that are visually spoiled and require manual evaluation. Implement protocols for resolving issues with these documents to ensure accurate scoring.
- **Final Achievement Estimation:** Calculate final achievement estimates based on the cumulative performance of students across all stages of the assessment. Aggregate achievement data to determine students' overall performance levels, providing accurate and reliable estimates of student achievement.
- **Total Scoring:** Develop procedures for total scoring of assessments, including the aggregation of scores from individual items or tasks to generate total scores for each student. Ensure that total scoring procedures are consistent, transparent, and aligned with assessment objectives.
- **Subscoring:** Implement subscoring procedures to assess specific domains or subskills within the assessment. Develop scoring algorithms that generate subdomain scores based on students' performance on relevant items, providing additional insights into students' strengths and weaknesses.
- **Additional Analyses:** In addition to the analyses conducted during scoring (above) to monitor the scoring process, Bidder will conduct additional analyses after scoring to verify the accuracy of scoring. The Proposal must include a description of the types of analyses that will be conducted and how the results of those analyses will be disseminated and used.

By meeting these requirements for test scoring, Bidder will contribute to the integrity and validity of statewide assessments, enabling the NDE to make informed decisions about student achievement and educational outcomes.

iii. Standard Setting

It may be necessary to set new performance standards for the College Admission Test covered in this RFP. Bidder must deploy an approach that meets professional standards and federal peer review requirements. Bidder should propose an appropriate standard setting methodology and procedure that meets the following goals:

- Is appropriate for the subject area tests.
- Supports coherence across the grade levels tested.
- Includes the direct participation of Nebraska teachers and other subject area experts and educators to the extent possible.
- Includes the validation of alignment and standard setting results with information gained from educators in the field and through the use of other available information, as appropriate.
- Is consistent with the goals and purposes of the NDE test specifications whether it is developed by Nebraska educators or is an off-the-shelf solution, and assessment principles.

Proposal must include a comprehensive description of the proposed methods that includes procedures to occur before, during, and following the activities. Proposal must also include information on Bidder staff that will lead and participate in alignment and standard setting.

Bidder will support all alignment and standard setting activities including, but not limited to, providing any stipends, substitute reimbursement, and covering expenses for participants in proposed meetings for the alignment and standard-setting process.

Bidder must detail their standard setting plan and adhere to the following specifications:

- **Timeline:** Develop a detailed timeline for each component of the standard setting plan, including key milestones such as advance meetings with specific policymakers, panelist meetings, and follow-up sessions. Ensure that the timeline allows for sufficient preparation, review, and revision of standard setting activities.
- **Stakeholder Engagement:** Include in their approach the integration of Nebraska's stakeholders and experts throughout the process to the extent possible.
- **Activity Outline:** Provide a comprehensive outline of activities for each component and day within the standard setting process. Incorporate the foundational elements described earlier, including method selection, panelist recruitment and training, integration of external benchmarks, and consideration of potential conflicts of interest.
- **Draft Plan Development:** Draft a complete Standard Setting Plan in collaboration with the state education department. Ensure that the plan aligns with statewide assessment objectives, standards, and guidelines and includes clear documentation and vertical articulation approaches.

- **Review with Technical Advisory Committee (TAC):** Present the draft plan to the state's TAC for review and feedback. Incorporate TAC input into the plan as necessary to enhance clarity, effectiveness, and alignment with assessment goals.
 - **Plan Revision:** Revise the Standard Setting Plan based on feedback received from the TAC. Address any concerns, recommendations, or suggestions provided by TAC members to ensure the plan meets the requirements and objectives of the statewide assessment program.
 - **Implementation:** Execute the activities outlined in the Standard Setting Plan according to the established timeline and procedures. Ensure that all components of the plan are carried out effectively and efficiently to achieve the desired outcomes.
 - **Comprehensive Report:** Develop an outline for a comprehensive Standard Setting Report, including evaluations of the standard setting process and outcomes. The report should provide detailed insights into the methods, findings, and implications of the standard setting activities.
 - **Presentation to TAC:** Present the outcomes of the standard setting process to the TAC. Share key findings, recommendations, and insights from the standard setting activities, and address any questions or concerns raised by TAC members.
 - **Report Revision:** Revise the Standard Setting Report based on feedback received from the TAC. Incorporate any additional information or clarifications requested by TAC members to produce a finalized report that accurately reflects the standard setting process and outcomes.
- Bidder will produce a written report documenting all aspects of the alignment and standard setting processes to be delivered to the NDE within 30 days of the conclusion of these activities.

iv. Scaling and Equating

The NDE has outlined rigorous requirements for scaling and equating procedures to ensure the validity and reliability of statewide assessments. Bidder must adhere to and describe how they will meet the following specifications as appropriate to the model they are suggesting:

- **Scaling Method Selection:** Select an appropriate scaling method that aligns with the objectives and characteristics of the assessment. Justify the chosen method based on its suitability for the assessment content and student population.
- **Anchoring the Scale:** Determine specific values or criteria to anchor the scale, such as the "proficient" cut score or desired standard deviation for each grade level. Ensure consistency in anchoring across horizontally equated tests to maintain score comparability.
- **Procedures for Scaling Equated Theta Scales:** Develop robust procedures for scaling equated theta scales to accurately represent student achievement levels. Implement methods to transform raw scores into scaled scores that align with the intended interpretation of the assessment.
- **Use of Vertical Scale:** Determine whether to utilize a vertical scale for the assessment and justify the decision based on its appropriateness for the assessment goals and design.
- **Equating Method Selection:** Select an equating method that is appropriate for the assessment design and data characteristics. Bidder will design and conduct analyses required to equate the tests from year to year for each subject area: ELA, math, science, and writing. Proposal must describe the proposed method for equating tests as appropriate and provide a rationale for the proposed method. If measuring the content and standards currently assessed, Proposal is to include an equating method between assessments.
- **Calibration:** Bidder will design and conduct analyses required to calibrate and equate test items across test forms within a single year. The Proposal must demonstrate an understanding of the test design and describe the method proposed for accomplishing this task.
- **Evaluation of Equating:** Conduct thorough analyses to evaluate equating procedures in each assessment cycle. Assess the comparability of scores across different administrations and examine potential sources of bias or inconsistency.

v. Technical Documentation

Bidder is responsible for developing a comprehensive technical report following the first cycle of an assessment. Thereafter, an annual addendum will be provided. The technical report must be clear and well organized, addressing all requirements of the United States Department of Education Peer Review elements.

Responses to this RFP should include a technical report outline and sample table of contents consistent with typical sections of a high-quality technical report and the additional requirements of peer review. Include specifics for the annual delivery of these reports including the timeframe for delivery.

6. Validation Argument and Peer Review Support

The NDE requires the College Admission Test to be valid, reliable, and useful. The College Admission Test must meet federal Peer Review. The NDE encourages Proposals that describe in detail how these goals may be met.

Bidder is responsible for conducting all analyses necessary to report student, school, district, and state results from

the assessment system and to ensure that tests meet the standards of technical quality. During each year of the Contract, Bidder will conduct analyses necessary to support test development for test items, test construction, scoring, and standard-setting and validation activities. In addition, Bidder will conduct secondary analyses related to security, data interpretation, policy formation, and administrative planning.

Additionally, technical documentation is a critical requirement to verify the quality of work and provide evidence for the validity of the assessment system. In addition to the technical reports and publications specifically described in this RFP, Bidder is expected to provide appropriate technical documentation for tasks such as test construction, scoring, etc. on an ongoing basis.

Bidder should clearly identify within their Proposal how they will assist the state in validating the assessment system and in completing activities related to federal peer review. At a minimum, Bidder should be able to describe their approach to:

- Development of an interpretive argument from the theory of action
- Development of a catalog of validity evidence necessary to support the interpretive argument
- Development of a research agenda to realize the catalog of evidence necessary
- Specific one-time and ongoing research studies to be carried out to satisfy the research agenda
- Link to any existing evidence in support of a sound validity argument
- Detailed proposed outline for a technical report that summarizes all aspects of the program, with the organizing framework being the validity argument
- Process and timelines for making an annual update to the technical report
- Incorporation of peer review requirements in catalog of necessary validity evidence, research agenda, and technical report
- Support offered to the state for preparing and following up on peer review submissions

7. Other Data Analysis

Bidder will provide annual analyses, including but not limited to identifying problems and inconsistencies such as duplicate records, missing data, etc., so that the NDE can work with districts to resolve problems. The Proposal will include a description of the Bidder's capacities for research that can be conducted for Nebraska's assessment system.

VI. PROJECT PLANNING AND MANAGEMENT

A. Key Contacts and Program Management Team

The primary contact for the state will be the Director of Statewide Assessment, Dr. Trudy Clark. The selected Bidder will work with Dr. Clark and her team to assign day-to-day Nebraska Department of Education (NDE) contacts that Bidder will be working with to carry out specific assessment design, development, professional learning and data delivery activities. Additionally, the NDE will have assessment, Special Education (SPED), and English learner (EL) support staff engaged in work with Bidder. Bidder should include a list of proposed roles NDE staff will need to fill in to complete the day-to-day work of building and maintaining the balanced assessment system.

The program management team should possess expertise in program and project management, educational assessments, data analysis, technology integration, and effective stakeholder communication. Bidder should provide compelling evidence showing proficiency in successfully leading and executing complex statewide assessment systems. Show detailed documentation of strategic planning, meticulous scheduling, effective resource allocation, stakeholder engagement, risk mitigation, and successful coordination of diverse teams. Clear roles and responsibilities are crucial to avoid confusion and enhance accountability by assigning designated individuals for each task involved within the project.

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

Bidder shall provide resumes for all key personnel proposed by Bidder to work on the project. The NDE will consider the resumes as a key indicator of Bidder's understanding of the varied skills required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

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

In addition to other staff Bidder feels are essential to name in the Proposal, Bidder must provide the following roles:

- **Program Director** – Bidder will appoint a single program director who oversees the management of the College Admission Test and serves as the primary point of contact with the NDE project director and management team. This person must be responsible for all activities required by the project and will have the authority to make decisions and commitments on behalf of Bidder, subject to NDE approval.
- **Project Manager(s)** – Bidder will appoint one or more project managers who will serve as the primary point of contact with the NDE. Project manager focus areas could include assessment design, development, or data delivery.
- **On-Site Full-Time Nebraska College Admission Test Coordinator** – Bidder will provide a full-time staff person who will be housed at NDE at the State of Nebraska Office Building, 500 S 84th St, 2nd Floor to serve as the Nebraska College Admission Test Coordinator. Both the Bidder and Nebraska Department of Education will approve the person designated. The bidder, including, but not limited to salary, benefits, office rent, supplies, and travel, will cover all costs for the coordinator. The NDE expects the Coordinator will receive comparable benefits to those employed by NDE in similar positions. The Nebraska College Admission Test Coordinator will work in coordination with the NDE Directors of Assessment and Accountability and the bidder.

B. Program and Project Management Responsibilities

Bidder will present a detailed description of the proposed program and project management responsibilities. Communication between Bidder and NDE staff is essential. One of the most important responsibilities of project management is ongoing communication. The NDE seeks transparent and effective communication systems that ensure information is disseminated promptly. Bidder's project management team should possess expertise in project management, educational assessments, data analysis, technology integration, and effective stakeholder communication. This skills set should ensure that communication is clear and consistent. The Program Manager will manage ongoing communication with NDE staff and school districts. Bidder responsibilities will include:

- **Management Reports** – Bidder will provide the following program management reports:
 - Monthly budget update reports
 - Annual project plan and timelines
 - Minutes of all meetings and conference calls

Ongoing Communication: Bidder's Program Manager will return calls from NDE staff and respond to email messages within no more than 24 hours, preferably within the same day. If the Program Manager is not available to take calls and

return messages, the NDE should be notified in advance. If the Program Manager is not available, Bidder will notify the NDE whom to contact in their absence and will provide contact information for that individual.

Invoices: Bidder will submit invoices according to the procedures and requirements set forth by the NDE. It is expected that the payment schedule for this Contract will be monthly with one payment for the services performed and deliverables provided during each month. The proposed Contract will run from July 1, 2026, through June 30, 2027. Bidder will confirm their agreement to fulfill this requirement.

Communications Log: Bidder shall keep an ongoing log of complaints and issues, how they were resolved, and an indication of customer satisfaction. Proposal should include a solution for clear, timely communication of customer service contacts and their outcome with the NDE.

Communication Summaries: Bidder will make all written communication or summaries of communications with any subcontractor(s) identified in this Proposal available to the NDE at its request. In addition, the NDE expects to be able to participate during all appropriate and applicable meetings and trainings between Bidder and any subcontractors(s) identified in Proposal.

Communication procedures: Telephone calls, telephone conference calls, emails, overnight courier service, facsimile correspondence, webinars, video conferencing and other communication procedures will be at Bidder's expense. Toll-free numbers will be provided by Bidder for telephone communication including conference calls and webinars.

Project management: Bidder will ensure on time delivery of deliverables, manage staff timelines, including issuing reminder notices to state, school, and district staff sufficiently in advance of deliverable due dates to give adequate lead time for on-time delivery, providing escalation reminders for missed deliverables, weekly reports on progress and the status of issues and risks.

1. Change Management

Bidder should include a description of their change management plan that addresses both routine scope changes and crisis change management. Bidder must outline procedures for requesting scope change, handling scope changes requested by the client, and formalizing and implementing routine changes that may impact program policy or cost.

The successful bidder must demonstrate their ability to effectively handle scope modifications while maintaining project integrity, timeline, and budget. The change management process should include identification, documentation, evaluation, approval, communication, and implementation of changes. The bidder should also describe how they will ensure transparency and NDE involvement throughout the process. This should include the roles and responsibilities of both Bidder and NDE staff involved in the change management process.

Bidder should be able to describe the criteria for identifying routine changes, such as modifications to assessment content, administration protocols, or reporting requirements. Bidder should explain the timeline for reviewing and implementing routine changes, including any notification requirements for stakeholders.

Scope Changes: Bidder should describe their process to address the following:

- a. **Identification of Changes:** the methods and tools used to identify potential changes needed to the scope of work, this should include how changes are detected, reported, and assessed for impact and how this impact will be communicated back to NDE.
- b. **Documentation of Changes:** the process for thoroughly documenting changes including processes and systems used for change requests, information required for requests, and how documentation is maintained for audit and review purposes.
- c. **Evaluation and Impact Analysis:** the evaluation process for the potential program and budgetary impact of proposed changes. This should include information about how changes will be assessed for their effect on project timelines, costs, resources, and overall objectives.
- d. **Approval Process:** the formal approval process for changes to the scope of work including who has the authority to approve changes, any committees or governance structures involved, and the criteria used to make approval decisions.
- e. **Communication:** the process for communicating changes to all relevant stakeholders including NDE and districts. This should include methods of communication, frequency of updates, and opportunities you will provide for relevant stakeholders to provide input.
- f. **Implementation, Monitoring, and Reporting:** This should include the process for implementing changes including updates to project plans, resource reallocation, timeline adjustments, and team member notification. It should also include an explanation of the monitoring plan to ensure changes are executed correctly and effectively.

2. Crisis Management: In regard to urgent or crisis change management plans, Bidder should describe the procedures for addressing urgent or crisis changes that require immediate attention to mitigate risks or resolve issues impacting program delivery or outcomes. Bidder must describe the escalation process for urgent change requests, including

how they will be prioritized and expedited for resolution. Bidder should specify the communication protocols for notifying the NDE of urgent changes, including the designated points of contact and response timeframes and provide examples of potential urgent/crisis scenarios and how they would be managed under the proposed change management plan.

- The NDE seeks transparent and effective communication systems to ensure information is disseminated promptly. Please explain the communication strategies for informing stakeholders, including NDE leadership, staff, and external partners, about approved changes to the assessment system. Explain how stakeholders will be engaged throughout the change management process to ensure transparency, alignment, and buy-in for proposed modifications.

3. Project Scheduling

- Bidder should include their approach to project scheduling, including the use of a sophisticated project scheduling tool. The project schedule should be updated at least once per week in advance of weekly virtual program management meetings. This ensures that the schedule remains current and aligns with the evolving needs and priorities of the project. Describe the plan to integrate stakeholders into the project scheduling process, including representatives from bidder's team, the NDE, and any relevant third-party Bidders or subcontractors. The project schedule should go beyond Bidder timelines and include call outs for critical state staff and district/school staff schedules to ensure a holistic view of needs is maintained. Each stakeholder group's (vendor, state, schools/district) responsibilities and deliverables should be clearly delineated and reflected in the project schedule to ensure seamless execution and alignment of efforts. Bidder should describe how project scheduling information will be communicated and reported to stakeholders. This should include mechanisms for sharing updates, addressing concerns, and soliciting feedback to ensure transparency and accountability.

4. Quarterly Program Health Check Ups

- Bidder will be expected to schedule and lead a quarterly program health update. The annual kick-off and debrief meetings may take the place of these health updates for the quarters in which they occur. Meetings may be face to face in Lincoln, Nebraska, or virtual. During these health updates, NDE's assessment management team will meet with key Bidder staff to evaluate the health of the program, the Contract, and the relationship between Bidder and the NDE. During the meeting, leadership with decision-making authority can develop solutions to systemic issues identified in the evaluation, with context and advice provided by staff in operational leadership roles.

- The assessment management team and any necessary NDE staff attendance will be planned in collaboration with the program manager and the NDE project lead. This meeting serves as a forum for senior leadership from both Bidder and the NDE to discuss the progress, challenges, and strategic direction of the assessment program. These meetings will form a platform for decision-making, problem-solving, and alignment of priorities to ensure the successful implementation and management of the Contract.
- The agenda for these meetings should include updates on project status, Contract performance, budgetary considerations, risk assessments, and any emerging issues or challenges. Additional agenda items may include policy updates, legislative changes, stakeholder feedback, and recommendations for improvement.
- Key performance indicators (KPIs) should be reviewed at these meetings to assess progress against established benchmarks and identify areas for improvement, and to highlight risks before they become issues. Based on the evaluation of program health at these meetings, the teams in attendance will collaboratively develop solutions to address systemic issues, mitigate risks, and optimize program performance.

Meeting outcomes and action items are expected to be documented by the program manager, and responsibilities assigned to relevant stakeholders for follow-up.

5. Annual Meetings

Bidder should outline a list of proposed meetings, their format, attendees, frequency, purpose and anticipated goals. Provide examples of timelines for planning, implementation, and evaluation of the College Admission Test for this scale. The NDE anticipates consistent interaction between Bidder and Nebraska stakeholders throughout the project, involving in-person annual planning meetings, biannual presentations and engagement with the Technical Advisory Committee (TAC), quarterly submission of project reports, and as-needed communication through email, phone, web-conferencing, and other relevant means.

Bidder should specify what expertise from the NDE they need to attend each annual meeting, including representatives from relevant departments within the NDE. Additionally, Bidder should identify which Bidder staff are expected to attend each annual meeting, ensuring appropriate representation from key roles responsible for project management, technical implementation, and stakeholder communication. The Bidder's Program Manager will prepare written documentation of each meeting. Meeting notes/documentation will be submitted to the NDE within one week of the conclusion of each meeting. Bidder will confirm their agreement to meet this requirement. Bidder should include the following in their outlined list:

- **Orientation Meeting/ Kick-Off Meeting:** Within three weeks from execution of the Contract, Bidder will be required to attend a kick-off/orientation meeting to discuss the content and procedures of the Contract. The meeting must be held in Lincoln, Nebraska, at a date and time mutually acceptable to the NDE but must be scheduled within two weeks of the Contract start date. The NDE will bear no cost for the time and travel of the Bidder for attendance at the meeting. The preliminary agenda must be sent to the NDE seven days prior to the meeting. At the same meeting, the program kick-off will include program specifics, including deliverables, timelines, meeting and training schedules, program changes, and data and reporting processes, all subject to NDE approval.
- **Weekly Status Meetings:** At a minimum, weekly conference calls between pertinent NDE staff and the Bidder's Program Manager and other key Bidder staff will be held between in-person project meetings to keep the NDE current on project status, discuss issues as they arise, and to plan upcoming activities. The NDE may determine and require more or fewer status updates over time. As the need arises, other periodic or ongoing conference calls may be conducted. Bidder's Program Manager will prepare written documentation of each conference call. This is to be submitted to the NDE within two business days of the conclusion of each meeting. Bidder will confirm their agreement to meet this requirement.
- **Periodic Project Meetings:** Virtual meetings between NDE staff and representatives of Bidder are essential. Those persons directly involved with this component of the project will be available for technical assistance and discussion at the project meetings at the expense of Bidder for up to six (6) planning/work sessions through December 2026. These virtual meetings will be planned by Bidder.

Planning for project meetings will be the responsibility of Bidder. Bidder must work closely with NDE staff to prepare a preliminary agenda and schedule that will be sent to the NDE for review and approval no less than seven days in advance of the project meeting.

- **Annual Debrief Meeting:** At the conclusion of the annual assessment cycle, Bidder will be required to attend a program debrief meeting to discuss results, reports, and data trends from the previous year's assessment cycle. The meeting will be virtual at a date and time mutually acceptable to the NDE and Bidder. Bidder should explain how they intend to conduct this debrief and identify opportunities for process improvement based on lessons learned.

- **Annual Kick-Off Meeting:** Prior to each year's assessment cycle, Bidder will be required to facilitate a kick-off meeting to finalize planning for the upcoming year. If timelines allow, this may be scheduled in tandem with the annual debrief meeting. If the two meetings do not take place together, Bidder should clarify whether this is to be a face-to-face or virtual meeting.

Each kickoff meeting should address any major decisions affecting the next cycle of the assessment program. Bidder should specify how they will facilitate discussions on these decisions and ensure alignment between the Bidder and the NDE. Finalizing a comprehensive project plan and completing a detailed project schedule should be key objectives of each kickoff meeting. Bidder should outline the strategy for achieving these objectives and ensuring that all stakeholders are actively engaged in the planning process.

- **Exit Strategy Meeting:** Bidder shall be responsible for End of Contract activities at the completion of the Contract to ensure that the transition from Bidder operations by the successor Bidder, or the NDE, occurs smoothly and without disruption to the NDE. End of Contract transition activities will include planning, timely transfer of data and documentation specifically for the NDE. Bidder is required to give the NDE nine (9) months' notice of intent to not renew the Contract. The NDE will notify Bidder at least nine (9) months prior to expiration of the current Contract if it intends to renew the Contract.

6. Periodic Management Monitoring Meetings

The NDE seeks transparent and effective communication systems that ensure information is disseminated promptly. Provide examples of what structures, processes, and mechanisms are in place for regular updates and feedback through reports, annual project plans, timelines, meetings, and video calls. Explain the commitment to ensuring effective collaboration, communication, and problem-solving systems with the NDE involving Bidder and their subcontractors.

Additionally, Bidder will provide a monthly report that summarizes actions taken, issues that arose, issue resolution that occurred, outstanding issues and when they will be resolved, upcoming deadlines, work that will occur in the next month and beyond, and so forth. These reports will be sent monthly to the NDE by the third business day of the following month. Bidder will schedule a special program management meeting focused on these reports. These meetings may be virtual.

7. Communication Support

The NDE seeks transparent and effective communication systems that ensure information is disseminated promptly. This section of the Proposal should explain the strategies employed to ensure effective communication within the Bidder team, the NDE, districts, schools, parents/guardians, and students. The NDE expects strong communication to be built around its assessment system, such as flyers written succinctly and accessibly for parents/guardians, students, and schools.

Bidder should explain their commitment to ensuring effective collaboration, communication, and problem-solving systems with the NDE involving Bidder and their subcontractors.

The NDE expects the communications to be developed specifically for Nebraska school districts, students, and families. The NDE expects Bidder to propose a solution for collaboration between Bidder and the NDE to provide this component of Nebraska's assessment system.

Bidder is expected to be able to provide examples of what structures, processes, and mechanisms are in place for regular updates and feedback through reports, annual project plans, timelines, meetings, and video calls or other communication channels.

Bidder should include a high-level communication plan/template to inform critical stakeholders about the assessment system. This should include communication strategies to ensure transparency, accessibility, and understanding of assessment policies, procedures, and results among stakeholders, including students, parents/guardians, educators, policymakers, and the public. Bidder should articulate how, in conjunction with state policy and communication leadership, they will further develop a strategic communication plan for use by the state that may include multiple rounds of requirements gathering, review, and modification. If appropriate, bidder may also describe a plan for any strategic outreach (for example around their transition or change management plan).

Bidder should describe assistance to be provided to the NDE in developing, finalizing and implementing all communications plans, and the assistance to be provided in developing additional communication resources (e.g., periodic communications that can be derived from the same template, email blasts, listservs, online discussion forums).

Bidder should detail their plan for ensuring that communication materials are family friendly and accessible and the extent to which communication materials and systems are designed using human centered design practices.

a. Appropriate communications with state stakeholders

Bidder should also certify that all engagement with political entities in Nebraska external to the NDE (legislature, state board, etc.) should be approved by NDE staff before Bidder conducts outreach for the purposes of assessment development or support.

Bidder will be expected to plan, schedule, and facilitate all stakeholder meetings necessary for the development, scoring, and review of the College Admission Test and should include this work in their cost Proposal.

Bidder is prohibited from direct or indirect lobbying of stakeholders other than the NDE on any issue that may affect a current or future contract without express permission from the NDE.

VII. DELIVERABLES

This section of Bidder's Proposal should explain the deliverables being returned to the NDE, including activities and processes used for the delivery of the College Admission Test and data and reports. This section should also include information about the technical documentation and research reports Bidder plans to provide as part of their work.

A. Documentation

- Bidder should describe their approach to creating a documentation repository that will be available to the NDE at any time during the Contract. The proposed solution for the document repository should include a list of the directory of users and access rights of users, structure and naming conventions, version control and a plan for End of Contract delivery of a logically organized, accessible and searchable documentation repository.
- The documentation repository may include documents such as:
 - Bidder policies on data security, system access, data access, data privacy, background checks, physical materials security, electronic materials security, facilities security, document and data retention and destruction, appropriate device use and annual certification of adherence to policies.
 - Procedure manuals, including those explaining item specifications development, test development (item selection, pool development, simulation, pre-equating, information curve fitting), item writing, item review, item pool adequacy analyses, item development targeting, quality assurance procedures and criteria, blueprint development, psychometric procedures, test security procedures, peer review submissions.
 - Responses to audits.
 - Responses to requests for information made by senior management.

B. Test Administration

The NDE is committed to continuing with an online assessment for the College Entrance Exam. This requires support for a variety of technology readiness activities. In some areas of the state, districts face challenges with different levels of technological expertise in establishing and maintaining school technology systems. Bidder is expected to demonstrate an understanding of specific issues regarding these conditions.

1. General Administration

Bidder should describe in detail the proposed test administration solutions, including, at a minimum, the following:

- **Components** of the test administration platform, including such components as database servers, web servers, application servers, local caching servers, software update managers, secure browsers, web or local client applications for test administration management, test administration monitoring, test administration to students, rendering engines, and any additional considerations.
- **Technical specifications** for each component of the proposed solution(s) that provide sufficient detail to conduct a thorough and detailed technical evaluation.
- **Key features**, including those addressing single sign-on, auditing, notifications, progress monitoring, test security monitoring, data security and integrity monitoring, test security protection, data security and integrity protection, disaster prevention, disaster recovery, redundancy, load testing, and the use of EdFi for data sharing.
- **Rendering** similarity across device types, manufacturers, operating systems, operating system versions, form factors, screen sizes, and input modality.
- Number of **simultaneous users** for which the system is guaranteed to perform as intended.
- **System requirements** for all components of the platform used on any district or school employee or student device.
- **Connectivity** and per-user bandwidth requirements for all components of the platform used on any local educator or student device.

- **Conditions and procedures** for supporting paper-based administration as needed.

2. Test Security

The NDE requires clear protocols for handling irregularities during the statewide assessment. Irregularities encompass various disruptions that may occur during test administration, and it is essential to have well-defined procedures in place to address them effectively. Irregularities may include physical interruptions (such as power outages or severe weather), psychological interruptions (such as traumatic events), misadministration (intentional or inadvertent failure to follow test administration instructions), prohibited behavior (actions that may compromise the integrity of the assessment), suspected cheating (security breaches), spoiled answer documents, and issues specific to paper-and-pencil or online testing (Bidder or client system failures, slowdowns, or intrusions).

Proposal should describe Bidder's approach to defining and handling irregularities during test administration for the Nebraska statewide assessment. Irregularities can range from physical interruptions to suspected cheating and may occur in various testing environments, including paper-and-pencil or internet/computer-based testing formats. Bidder should explain how they intend to ensure that irregularities are well-defined to minimize confusion and implement effective procedures for addressing them.

The NDE will require Bidder to enhance their IT and data systems to effectively detect and respond to irregularities during the statewide assessment project. Bidder must provide detailed descriptions of their IT and data systems, including how these systems will be utilized to detect potential irregularities and the procedures for responding to the detection of irregularities. Key aspects of this section include defining the data that will be available on-demand for responding to different types of irregularities. The IT and data systems should allow for the extraction of data files and generation of reports that are immediately useful for addressing irregularities.

Bidder should specifically describe their process for analyzing data to identify potential breaches and anomalies in testing conditions (e.g. students a class appear to have the same errors, answers, or class appears to be coached by a proctor because of timing in answers, etc.)

Bidder should also describe procedures and protocols regarding the security of test content and student, school, or district data, including internal security policies, audit procedures, and procedures to protect data in transit. Bidder should clearly articulate how they will meet all federal requirements and best practices around test security, and what documentation they will provide to the state annually to support test security documentation for quality control and peer review.

This section of the Proposal should include information about key features that support security, including those addressing key features, including those addressing single sign-on, auditing, notifications, progress monitoring, test security monitoring, data security and integrity monitoring, test security protection, data security and integrity protection, disaster prevention, disaster recovery, redundancy, load testing, and the use of EdFi for data sharing.

Proposal should also include information pertinent to the following sections:

- Internal Bidder/subcontractors security policies, procedures, audit procedures and timing, security audit reports.
- Policies: Comprehensive policies governing internal security measures must be established, outlining roles, responsibilities, and procedures.
- Procedures: Detailed procedures for safeguarding test materials, data, and intellectual property must be documented and implemented.
- Audit Procedures and Timing: Regular security audits must be conducted to assess compliance with established policies and procedures. Audits should occur annually or as deemed necessary.
- Security Audit Reports: Detailed reports summarizing audit findings, including any identified vulnerabilities or areas for improvement, must be provided to the NDE.
- Data security in transit to/from the NDE and/or subcontractors

Test administration security procedures which must include procedures for preventing and responding to irregularities. Bidder should:

- Describe procedures and protocols regarding the security of test content and student, school, or district data, including internal security policies, electronic security monitoring including social media monitoring, audit procedures, and procedures to protect data in transit.
- Describe in detail the proposed approach to responding to potential system disruptions or irregularities based on each of the monitoring approaches described in the previous section, including communication with the NDE and affected stakeholders and efforts to address, contain, and remedy the problem.

Bidder may also describe any other components of their multi-faceted approach to security, for example:

- Prevention (e.g., visible test security activities, deep item pool, large number of forms, training, policies, manuals)
- Detection of potential security breaches (including forensic analyses, whistleblower hotlines and/or other reporting mechanisms)
- Procedures and criteria for evaluation of potential severity (upon detection)

- Investigation of potential security breaches (should differ by potential severity and should be conducted by qualified investigators)
- Procedures and criteria for determination of severity upon investigation
- Procedures for following up on determination of severity (including determination of sanctions if any, and long-term monitoring if appropriate)

3. Disaster Planning and Recovery

Bidder's Proposal should provide a comprehensive overview of disaster planning, procedures, and readiness for the Nebraska statewide assessment project. This should encompass the following components:

- Define what constitutes a disaster, including clear thresholds indicating when high-volume irregularities escalate to the level of a disaster.
- Detail IT and data systems designed for detecting and responding to disasters promptly and effectively.
- Outline Bidder's communication plan for disseminating information internally within organization and externally to stakeholders in the event of a disaster.
- Describe the procedures for detecting a disaster, including the mechanisms in place for identifying critical irregularities and escalating them accordingly.
- Explain the steps involved in stopping a disaster, including immediate actions taken to mitigate the impact and prevent further escalation.
- Provide insights into the process for resuming testing activities once the disaster has been contained and resolved.
- Discuss Bidder's plan to communicate available options for affected systems and students, including any accommodations or alternative arrangements that may be necessary.
- Offer assistance in guiding stakeholders through the decision-making process regarding options for systems and students impacted by the disaster, ensuring clarity and support throughout the resolution phase.

4. Practice Tests

Bidder must provide, at the minimum, a practice test for each subject area for the summative assessment. These must be more than item samplers and should give students the opportunity to understand how the assessment will look and feel prior to taking the assessment. Proposal should provide a possible solution for practice tests for students with special needs, such as Braille and large print.

5. Training and Support for Administration

It is essential to the NDE that ancillary support materials such as test administration documents, interpretive guides, training materials, practice tests, and other supporting materials are of high quality and that a bidder have an editorial review and revision process that includes opportunities for input from NDE staff to the extent possible. It is also important to the NDE that support be provided directly by Bidder through a help desk with extended hours during the assessment administration window.

6. Manuals

NDE staff will partner with Bidder to provide assessment administration training to districts, including resources and support from Bidder to the extent possible. Training and administration support materials could include but not be limited to:

- Assessment administration manuals for school and district staff that address:
 - Roles and responsibilities of personnel responsible for assessment administration
 - Early preparation procedures
 - Detailed assessment administration procedures
 - Procedures for maintaining assessment security
 - Procedures for responding to disruptions and irregularities
 - User guides and support resources for interacting with the assessment administration platform (e.g., procedures for rostering students, scheduling tests, accessing reports)
 - A fully functional site for access to practice items so that students can experience an authentic assessment experience and teachers can see how their students interact with the assessment administration platform.

7. Professional Learning/Professional Development

Bidder will propose their professional learning/development plan to enhance the assessment literacy of Nebraska educators.

Bidder should outline the process for reviewing and revising the manuals as needed, including timelines, responsibilities, and procedures for incorporating feedback from stakeholders. Bidder should provide a description of the professional learning/development available to Nebraska educators.

8. Training

Training for assessment administration is differentiated within this Proposal from the larger professional learning needs of the state.

Bidder should present a plan for online training sessions for various roles involved in the administration and coordination of the statewide assessment. The training should cater to roles such as test coordinators, IT coordinators, accommodations/accessibility coordinators, test administrators, and other relevant stakeholders.

Virtual trainings should be provided before the initial test administration and before the spring test administration. The trainings should be recorded. The number of participants will be well over 100. The presentations may be recorded ahead of the training time with plans for a live question and answer session that would also be recorded and shared.

Proposed training plans must include test security training as a mandatory component. Test security is critical to maintaining the integrity and validity of the assessment process, and all stakeholders must be well-versed in security protocols and procedures.

Bidder should provide annotated agendas or outlines for training meetings and online training modules. These annotations should provide detailed descriptions of the topics covered, learning objectives, instructional methods, and any accompanying materials or resources.

Bidder should provide sample training materials or mockups to demonstrate the quality and effectiveness of their proposed training programs. These materials may include presentation slides, handouts, interactive modules, quizzes, and other instructional resources.

Bidder should describe their Proposal for providing these tools and manuals, and identify what stakeholder tools, training, and manuals they plan to create to support assessment administration. Stakeholder feedback identified a need for more user friendly and on-demand resources, and Proposals that address these concerns are encouraged.

9. Help Desk

Bidder should speak to a comprehensive structured approach to Help Desk support that includes Tier 1, Tier 2, and Tier 3 levels of assistant. Bidder must organize, staff, and maintain a help desk for state and district employees to consult during assessment preparation and administration windows. The help desk must be maintained during the assessment administration windows during local hours that cover the typical school day, extended hours during the assessment window, and sufficient staffing to avoid long wait times.

Bidder should detail their help desk plan, including their approach to Tier 1, Tier 2, and Tier 3 issues, including their methodology for delivering support services including the escalation process from Tier 1 to 3 including communication methods and timelines, any and all activities for proactive system monitoring to prevent issues before they occur, and any strategies for continuous improvement based on daily and weekly reports.

Tier 1 support serves as the first point of contact for users, and should include basic troubleshooting, issue resolution, and general inquiries and may include activities such as password resets, general use questions and logging of detailed tickets for unresolved issues. Tier 1 responses should be as close to immediate as possible, and issues resolved within 2 hours.

Tier 2 support should include advanced technical support, dealing with more complex issues requiring deeper technical knowledge such as resolution of software issues, system configuration or escalations to Tier 3. Tier 2 responses should be as close to immediate as possible, and issues resolved within 4 hours.

Tier 3 support should be reserved for those issues needing the highest levels of technical expertise and may require collaboration with NDE staff. Tier 3 may also include critical system failures and other emergency situations. Any items requiring Tier 3 analysis will require a root case analysis and resolution plan to be enacted. Tier 3 responses should be as close to immediate as possible, and critical issues resolved within 24 hours.

Bidder should outline a plan for sharing Help Desk issue logs and progress in resolving issues with NDE on a regular basis. Full performance summaries should be provided no less than weekly and should include a detailed description of system uptime, and help desk activities, including a summary of escalated issues and their resolutions, a trend analysis of any recurrent problems, and any other information deemed essential by the bidder.

During the testing window, daily reports of all Tier 2 and 3 activities should be provided to NDE in addition to weekly summary reports.

C. Reporting

All reporting procedures/processes/analyses/code must be documented and kept updated with any changes. The documentation must be described in enough detail to allow replication of processes.

Bidder shall produce and deliver error-free and user-friendly reporting within a secure online portal and via secure file exchange within that portal, as appropriate. Reporting must provide numeric, verbal, and graphic presentations of assessment results reflective of areas of strength, as well as areas of instructional need. As appropriate, options for filtering the data shall be present within the portal. The file layouts for exportable reports will be determined in

collaboration with ISBE on an annual basis. Users with the appropriate permissions must have the option to export CSV files.

Bidder should clearly identify how their approach to reporting will improve the quality and utility of reporting.

1. Reporting Elements

Basic demographic data from state data systems must be included in data files to allow for information to be aggregated and disaggregated as appropriate to meet all federal reporting requirements. This includes PersonID, name, school, grade-level, and district information as well as any specific information required to meet other federal reporting requirements such as gender, ethnicity, race, and subpopulation membership. Reporting elements should allow for disaggregation based on role-based permissions established in collaboration between Bidder and the NDE. Scale scores, subscores, and growth measures must be included as appropriate in reports. Special testing condition information should be maintained.

More specifically for the College Entrance Exam, the following should be demonstrated within Bidder's Proposal: The results of the summative assessment shall be reported in:

- Individual student report
- School report
- District report
- State summary report

The relevant reports shall be provided to the NDE, districts, schools, students, and parents/guardians, via a dynamic online reporting system.

Bidder shall provide reports that provide maximal information while preserving student confidentiality. Assessment results are never publicly reported by the NDE when fewer than ten (10) students at a school complete an assessment. The department's public reporting protocol is available at https://www.education.ne.gov/wp-content/uploads/2017/07/Nebraska_Data_Access_and_Use_Policy_and_Procedures.pdf

A secure portal shall be established for districts, students, and parents to access the reporting information that they have been authorized to receive.

Bidder is expected to include online resources to guide appropriate interpretation and use of printed and online score reporting.

The College Entrance Exam reports are expected to include at a minimum: scale scores, subscores, and growth measures. Aggregate reports at the student, school, district and state levels must be able to be disaggregated by required Every Student Succeeds Act (ESSA) reporting groups.

2. Accounting for Error

Bidder should describe their process for accounting for measurement error on score reports, including balancing the need for subscore reporting with minimizing misinterpretation and minimizing perception that subscores are useless. Bidder must adhere to the following specifications:

- **Measurement Error Consideration:** Reports should include a clear acknowledgment of measurement error inherent in assessment scores. Bidder must provide an explanation of the potential variability associated with individual scores due to factors such as test administration conditions, item difficulty, and student-specific factors.
- **Balancing Subscore Reporting:** While subscores provide valuable insights into students' performance across specific content areas or skill domains, Bidder must balance the need for subscore reporting with minimizing misinterpretation. Subscores should be presented in a manner that accurately reflects students' abilities in targeted areas without oversimplifying or overemphasizing their significance.
- **Minimizing Misinterpretation:** Bidder is required to implement strategies to minimize misinterpretation of subscores. This may include providing clear and concise explanations of the purpose and meaning of subscores, emphasizing their supplementary nature to overall performance scores, and offering contextual information to aid interpretation.
- **Avoiding Perception of Uselessness:** Bidder must ensure that subscores are not perceived as useless or inconsequential by stakeholders. Reports should highlight the relevance of subscores in providing detailed diagnostic information to inform instructional decisions, identify areas for improvement, and guide targeted interventions.
- **Transparent Reporting:** Bidder should adopt transparent reporting practices that disclose the limitations of subscores while emphasizing their potential utility when interpreted in conjunction with other assessment data. Reports should include information on the reliability and validity of subscores to foster trust and confidence in their meaningfulness.

3. Reporting System

The NDE has outlined requirements for a reporting system for their statewide assessment. Bidders must adhere to the following specifications:

- **Roles:** The reporting system should accommodate various user roles, including state-level administrators, regional agency representatives, district administrators, central office staff, school administrators, teachers, parents/guardians, policymakers, and the general public. Access to specific reports and data should be role-based, ensuring privacy and confidentiality.
- **Privacy:** The system must comply with privacy regulations such as the Family Educational Rights and Privacy Act (FERPA). Role-based access controls should be implemented to restrict users' access to sensitive data, and suppression rules should be applied to protect individual student privacy.
- **Types of Reports:** The reporting system should support a range of report types, including group summary reports at the state, regional, district, school levels, and individual student reports.
- **Simple Navigation System:** The system should incorporate a user-friendly navigation interface that enables easy traversal between different sections of the reporting system, including question-based navigation and drill-down functionality. Users should be able to navigate seamlessly in and out of various reporting modes.
- **Interpretive Guidance and Assistance:** The reporting system should provide interpretive guidance to users, offering general help for understanding report formats, terminology, and data interpretation. Additionally, contextual assistance should be available to help users interpret specific values and insights presented in live reports.

Bidder should discuss flexibility in how roles and access may be rolled out to accommodate local needs. It is acceptable for Bidder to include a description and costing for a baseline solution and an expanded solution that includes more robust data portal features.

4. Paper Reports

The NDE has outlined the following requirements for paper reports associated with their statewide assessment: Bidder will deliver at least two copies of paper Individual Student Reports to each district's central office for distribution to the appropriate school at the earliest possible date, per agreement between Bidder and the NDE. The expedited delivery of Individual Student Reports is critical to a successful Proposal. Bidder should propose a solution that allows districts to sort students for efficient delivery of Individual Student Reports to schools.

Beyond this, Bidder must adhere to the following specifications:

- **Necessity:** Paper reports should only be generated if deemed necessary for specific purposes, such as parent communication or permanent record-keeping. The NDE emphasizes limiting the creation of paper reports to avoid unnecessary costs and delays in reporting processes.
- **Justification:** Bidder must provide justification for each paper report proposed, demonstrating its essential role in fulfilling educational objectives or legal requirements. Reports should serve clear and specific purposes that cannot be adequately addressed through digital or electronic means.
- **Content:** Paper reports should include relevant information tailored to their intended audience, such as student performance data, assessment results, progress summaries, and other pertinent details. The content should be presented in a clear, concise, and easily understandable format.
- **Accessibility:** Paper reports must be designed with accessibility in mind, ensuring that information is presented in a format that is accessible to individuals with diverse needs, including those with visual impairments or limited English proficiency.
- **Cost-Effectiveness:** Bidder should propose paper report formats and distribution methods that are cost-effective and efficient, minimizing printing and distribution expenses while maximizing the impact and usability of the reports.
- **Compliance:** Paper reports must comply with all relevant legal and regulatory requirements, including privacy laws such as FERPA. Bidder should demonstrate their understanding of and commitment to ensuring compliance with applicable regulations.

5. Data Files

Bidder should describe the process by which it will collaborate with NDE to affirm data specification, business rules, and file layouts on an annual basis, and the quality assurance process for ensuring that the files delivered to NDE are error-free and that all business rules are applied. Please provide specific descriptions for meeting the following deliverables including the processes employed when resolving data discrepancies such as duplicate records or multiple scores attached to one record:

- Production of a student data verification file
- Production of an accountability file including only those students testing in a public school to contain all irregularities and/or invalidations
 - Access to all original irregularity submissions should be provided to NDE annually
- Production of an accountability file for Nebraska students
- Production of a test status report that includes State Use Questions that districts and State can pull
- Production of an irregularity log report that districts can pull

- Production of a retest request log that State can pull

The NDE has established requirements for data files associated with their statewide assessment, which bidders must adhere to. The specifications include:

- **Comprehensive Data Coverage:** Each type of report generated from the statewide assessment should correspond to one or more data files containing all associated data elements presented in the report. This ensures that stakeholders have access to comprehensive data for analysis and decision-making purposes.
- **Additional Data Elements:** While the data files must include all elements presented on the reports, Bidder may also include additional data elements in the files to enhance their utility for stakeholders. These additional elements could provide deeper insights or support more advanced analyses beyond what is included in the standard reports.
- **Code Book:** Each data file must be accompanied by a code book that provides detailed descriptions of all data elements included in the file. The code book should outline the meaning, format, and possible values of each data element, ensuring clarity and consistency in data interpretation.
- **Guidance for Users:** Bidder is required to provide guidance to users on how to effectively utilize the data files for analyses. This guidance should include instructions on accessing and downloading the files, understanding the structure of the data, performing basic and advanced analyses, and interpreting the results accurately.
- **Accessibility:** The data files and accompanying documentation should be easily accessible to stakeholders through a designated platform or portal maintained by the NDE. Accessibility features should be implemented to ensure that all users, including those with disabilities, can effectively navigate and utilize the data files and documentation.

At a minimum, Bidder should provide the following data files, and should be able to articulate the data elements they propose be included in these files:

- **School Report Package** containing whole school aggregated and disaggregated subscore results as specified by the NDE. School reports shall also include, at a minimum, district and state comparisons.
- **District Report Package** containing statewide aggregated and disaggregated subscore results.
- **State Report Package** containing statewide aggregated and disaggregated subscore results.
- **District Confidential Student-Level Database** containing information such as school identifying information, student identifying information, demographic information, raw score totals, scaled scores, and performance level.
- **Individual Student Reports** for parents/guardians containing scores for each subject, the overall Composite score, a STEM score if possible, national and state ranking, and scores related to college readiness. In addition to online versions that are secure, Bidder will deliver at least two copies of paper Individual Student Reports to the district's central office for distribution to the appropriate school at the earliest possible date, per agreement between Bidder and the NDE. The expedited delivery of Individual Student Reports is critical to a successful Proposal. Bidder should propose a solution that allows districts to sort students for efficient delivery of Individual Student Reports to schools.

6. Reporting Timelines

Preliminary student results should be available within 24 hours of assessment completion for assessments taken online. Timeliness of reporting is critical in meeting the NDE's expectations. School staff should see results in the online system within a day of student testing and the Proposal must include methodology for score reports to be meaningful. Solutions that workaround post-equating should be included, in order to expedite the reporting of meaningful results.

Bidder should provide timelines for reporting results from paper-and-pencil and special form assessments, and for providing final summative data files and results.

III.

Deliverable
Program Management
Secure, shared project space made available
Annual Work Plan and Master Schedule
Weekly Meetings
Annual Meeting
Meeting minutes
Quality Assurance and Control Plan
Risk Management Plan
Risk register
Project Improvement Plan
On-Site Full-Time Nebraska College Admission Test Coordinator
Assessment Design and Development
Submission of test form construction specifications (test maps/blueprints) for both computer-based and paper-based test forms for the proposed assessment
Third-party alignment study
Assessment Administration
School establishment window
Initial student registrations (API with SIS)
Testing window
Test material ordering window (Paper-based accommodated forms)
District/School Training materials
District/School administration/coordination manuals
"Sandbox" environment refreshed and available to districts
Accommodations request window
Technology
All technology systems, hosting, and supporting tools necessary to manage the test administration, delivery, scoring, and reporting for both paper and online assessments
SOC 2 reporting
Annual list of supported hardware/ devices and operating systems
Technical documentation and training modules to support districts with all facets of the test platform
Site readiness tools
Secured student testing engine available for district
Practice materials made available within secured testing environment
Scoring
Irregular response alerts (student harm alerts) provide to NDE and districts/schools at NDE request
Data and Reporting
Reporting shells/templates updated
Reporting templates available within reporting portal in multiple languages on an annual basis
Delivery of accountability file
Quality assurance and quality control logs related to any testing issues that may impact reporting

Psychometrics
Provide all statistical reporting related to both field test and operational test items and forms
Provide all equating and scaling analyses to NDE
Provide raw score-scale score conversion tables for use in reporting to NDE
Standard setting
Annual plan for gathering evidence of reliability submitted to NDE for approval
Provide peer review submission support and documentation
Technical report
Provide test security plan for NDE approval
Provide test security data
Provide web-monitoring plan
Provide web-monitoring report
Professional Development and Student Supports
Web-accessible student/family resources
Customer Service and Supports
Customer support training materials
Annual summary report related to performance metrics
Final set of customer service indicators and performance targets

VII. SOLICITATION RESPONSE INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Corporate Overview, Technical Response, and Cost Sheet. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their solicitation response; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during NDE's comparative evaluation.

Solicitation responses are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview, Technical Response, and Cost Sheet are presented separately in the following subdivisions: format and order:

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

- i. The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

- i. The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.
- ii. If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that solicitation evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.
- iii. The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.
- iv. NDE may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

- i. The bidder's office location responsible for performance pursuant to an award of a contract with the NDE should be identified.

e. RELATIONSHIPS WITH NDE AND THE STATE OF NEBRASKA

- i. The bidder should describe any dealings with NDE and the State of Nebraska over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's solicitation response has contracted with NDE or with the State of Nebraska, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

- i. If any Party named in the bidder's solicitation response is or was an employee of NDE or of the State of Nebraska within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with NDE or with the State of Nebraska (as applicable), and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

- i. If the bidder or any proposed subcontractor has had a contract terminated for default during the past 5 years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.
- ii. It is mandatory that the bidder submit full details of all termination for default experienced during the past 5 years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. NDE will evaluate the facts and will score the bidder's solicitation response accordingly. If no such termination for default has been experienced by the bidder in the past 5 years, so declare.
- iii. If at any time during the past 5 years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this Solicitation in size, scope, and complexity. NDE will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the solicitation response.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder's responsibilities,
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

- i. The bidder should present a detailed description of its proposed approach to the management of the project.
- ii. The bidder should identify the specific professionals who will work on NDE's project if their company is awarded the contract resulting from this Solicitation. The names and titles of the team

- iii. proposed for assignment to the NDE project should be identified in full, with a description of the team leadership, interface, and support functions, and reporting relationships. The primary work assigned to each person should also be identified.
- iv. The bidder should provide resumes for all personnel proposed by the bidder to work on the project. NDE will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Solicitation in addition to assessing the experience of specific individuals.
- v. Resumes should be submitted as a separate attachment and no longer than three (3) pages per person. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from NDE.

j. SUBCONTRACTORS

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

- i. name, address, and telephone number of the subcontractor(s),
- ii. specific tasks for each subcontractor(s),
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

2. TECHNICAL RESPONSE

The Technical Response section of the solicitation response should consist of the following subsections:

- 1. Understanding of the project requirements;
- 2. Proposed development approach, fulfilling project requirements;
- 3. Technical requirements;
- 4. Detailed project work plan; and
- 5. Deliverables and due dates.

ATTACHMENT B: CONTRACTUAL AGREEMENT FORM

(Submit as a separate attachment along with the proposal)

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party or other foreign adversary as defined in Neb. Rev Stat § 73-903.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR ELECTRONICALLY

COMPANY:	
ADDRESS:	
PHONE:	
EMAIL:	
BIDDER NAME & TITLE:	
SIGNATURE:	
DATE:	

VENDOR COMMUNICATION WITH NDE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	

ATTACHMENT A: NDE VENDOR COST SHEET

The NDE Vendor Cost Sheet for this RFP will be made available on the DAS website for the bidder to submit as a separate attachment along with the proposal. Use of the NDE cost sheet is mandatory. Do not use the standard DAS cost sheet template or any other cost sheet.

NDE Vendor Costsheets: NDERFP250530 - College Test

Vendor Name: **(Enter Vendor name)**

List of Deliverables (Req)	Year 1 (Req)	Year 2 (Req)	Year 3 (Req)	Year 4 (Req)	Year 5 (Req)	Grand Total of 5 years
Project Planning and Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Assessment Design and Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Assessment Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Technology	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Scoring/Scaling and Equating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Data and Reporting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Psychometrics/Validation Argument and Peer Review Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operations and Support/Technical Documentation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Development and Student Supports	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Customer Service and Supports	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Project Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Optional Supports/Enhancements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<small>(Please add line items as needed for each optional support)</small>						\$0.00
Subtotal - Optional Supports/Enhancements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total with Optional Supports/Enhancements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00