



STATE OF TENNESSEE
DEPARTMENT OF EDUCATION

**REQUEST FOR PROPOSALS # 33111-00816
AMENDMENT # 1
FOR SUMMATIVE ASSESSMENTS IN ENGLISH
LANGUAGE ARTS AND MATHEMATICS FOR 2ND
GRADE**

DATE: February 8, 2016

RFP # 33111-00816 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		January 27, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	February 1, 2016
3. Pre-response Conference	2:00 p.m.	February 4, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 5, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 10, 2016
6. State Response to Written "Questions & Comments"		February 17, 2016
7. Response Deadline	2:00 p.m.	March 3, 2016
8. State Completion of Technical Response Evaluations		March 11, 2016
9. State Opening & Scoring of Cost Proposals		March 14, 2016
10. Negotiations (Optional)		March 15 -18, 2016
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 21, 2016
12. End of Open File Period		March 29, 2016
13. State sends contract to Contractor for signature		March 29, 2016
14. Contractor Signature Deadline	2:00 p.m.	March 31, 2016

2.

3. Add the following as RFP section 5.2.3 and renumber any subsequent sections as necessary:

5.2.3. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

4. Delete RFP Attachment 6.2, Section C, Item Reference C.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

	<p>C.3.</p>	<p>Provide a comprehensive management plan that illustrates the Respondent's understanding of the State's requirements as outlined in Pro Forma Contract Section A.7. The plan must illustrate the Respondent's understanding of the separate assessment's and their components. The plan must include the following:</p> <ul style="list-style-type: none"> • Narrative that describes the Respondent's project management team. • Narrative that describes the Respondent's communication plan and meeting schedules, the plan should include samples of communications and meeting minutes. • Narrative that describes the Respondent's 		<p>20</p>	
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		management support structure.			
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5. Delete RFP Attachment 6.6, Section A.10.c in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

c. Preparation Materials - The Contractor shall develop and produce the following materials according to timelines established in the Annual Work Plan for each assessment. The Contractor shall collaborate with the State to refresh the materials with new items at a minimum of every other year for the duration of the Contract. Modified versions of all preparation materials shall meet requirements defined for modified formats in A.10.d. Item samplers and practice tests shall be provided in web optimized PDF and an easily accessible, user friendly online format which includes the ability to bulk upload student and teacher roster information at the State or EA level.

6. RFP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.



**STATE OF TENNESSEE
DEPARTMENT OF EDUCATION**

**REQUEST FOR PROPOSALS
FOR
SUMMATIVE ASSESSMENTS IN ENGLISH LANGUAGE ARTS
AND MATHEMATICS FOR 2ND GRADE**

RFP # 33111-00816

RFP CONTENTS

SECTIONS:

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ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances
- 6.2. Technical Response & Evaluation Guide
- 6.3. Cost Proposal & Scoring Guide
- 6.4. Reference Questionnaire
- 6.5. Score Summary Matrix
- 6.6. *Pro Forma* Contract

1. INTRODUCTION

The State of Tennessee, Department of Education, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State intends to secure a contract to provide item and test form development, administration, scoring and reporting services of the Tennessee Comprehensive Assessment Program (TCAP) 2nd grade assessment in English Language Arts and Mathematics. It is the intention of the State to secure a summative assessment for 2nd grade that is aligned to State standards with the possible inclusion of grades K-1 during the life of the contract.

1.1.2. The 2014-2015 assessment costs for the TCAP 2nd grade assessment was approximately \$1.5M; this includes all content areas, test form development, materials, scoring and reporting for all grades K-2. The 2015-2016 projections for the program are approximately \$2M.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 33111-00816

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Kristen McKeever, RFP Coordinator
 Central Procurement Office
 312 Rosa L. Parks Avenue
 Tennessee Tower, 3rd Floor
 Nashville, TN 37243
 (615) 741-0935
Kristen.McKeever@tn.gov

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit <http://www.tn.gov/generalservices/article/godbe-general-contacts> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley, Compliance Team Lead
 Central Procurement Office
 Department of General Services
 WRS Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave.
 Nashville, TN 37243
 615-741-3836
Helen.Crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities>.

- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Respondent Required Review & Waiver of Objections**

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Tennessee Department of Education
 Andrew Johnson Tower – 12th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
 Contact RFP Coordinator for conference call information

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		January 27, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	February 1, 2016
3. Pre-response Conference	2:00 p.m.	February 4, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 5, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 10, 2016
6. State Response to Written "Questions & Comments"		February 17, 2016
7. Response Deadline	2:00 p.m.	March 3, 2016
8. State Completion of Technical Response Evaluations		March 11, 2016
9. State Opening & Scoring of Cost Proposals	9:00 a.m.	March 14, 2016
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 15, 2016
11. End of Open File Period		March 23, 2016
12. State sends contract to Contractor for signature		March 24, 2016
13. Contractor Signature Deadline	2:00 p.m.	March 28, 2016

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

- 3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP # 33111-00816 TECHNICAL RESPONSE ORIGINAL”

and five (5) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard USB flash drive labeled:

“RFP # 33111-00816 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

“RFP # 33111-00816 TECHNICAL RESPONSE SECURE TEST MATERIALS”

Secure Test Materials as referenced in RFP Section 4.8.1.1 shall be delivered in five (5) digital copies separately from the Technical Response and shall be clearly labeled Secure Test Materials. Secure Test Materials may include but not be limited to: test items, technical reports, practice tests, teacher directions, and other materials which may expose test information to the public

- 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 33111-00816 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a protected “XLS” spreadsheet provided by the State format properly recorded on separate, blank, standard USB flash drive labeled:

“RFP # 33111-00816 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

- 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 33111-00816 TECHNICAL RESPONSE FROM
[RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 33111-00816 COST PROPOSAL FROM [RESPONDENT
LEGAL ENTITY NAME]”**

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFP # 33111-00816 SEALED TECHNICAL RESPONSE & SEALED COST
PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Kristen McKeever, RFP Coordinator
Central Procurement Office
312 Rosa L. Parks Avenue
Tennessee Tower, 3rd Floor
Nashville, TN 37243
(615) 741-0935
Kristen.McKeever@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent

submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
 - 4.8.1.1. The State will hold secure test materials submitted for review in response to this RFP in confidence in compliance with TCA 49-1-302(f), 49-1-6007 and 49-6-6001(c). Such materials shall be delivered per the instructions listed in RFP Section 3.2.2.1. Secure Test Materials may include but not be limited to: test items, test specifications, blueprints, technical reports, practice tests, teacher directions, and other materials which may expose test information to the public.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	10
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	60
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A—Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide. Subject matter experts (SME) will be designated by the State and will provide a written report on the responses to RFP Attachment 6.2 – Section A, Mandatory Requirement Items, and C, Technical Qualifications, Experience & Approach Items. The RFP Coordinator will review all SME reports, prior to being submitted to the Evaluation Team member, to ensure the reports are objective. If necessary, the RFP Coordinator will redact language that is not objective and/or appropriate.

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # 33111-00816 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or
SSN):**

RFP ATTACHMENT 6.2. — Section A**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	Provide documentation that the Respondent can provide English language Arts and Math test items for 2 nd grade. Acceptable documentation: Sample(s) test items using templates provided as RFP Attachment 6.2.1, minimum of 4 items per content area. Items should be labeled Mandatory Secure Test Materials.	
	A.7.	Provide documentation that the Respondent can provide English language Arts and Math tasks for 2 nd grade alternative. Acceptable documentation: Sample(s) test items using templates provided as RFP Attachment 6.2.1, minimum of 2 tasks per content area. Items should be labeled Mandatory Secure Test Materials.	
	A.8.	Provide a copy of Respondent's Tennessee Department of Revenue Certificate of Registration for sales and use tax. If it is determined the Respondent does not need to obtain a sales & use tax account, a letter from the Tennessee Department of Revenue can be issued to fulfill this requirement. Respondents may contact the Tennessee Department of Revenue by email at tn.revenue@tn.gov . In addition to their email address, vendors should provide a contact name and telephone number, as well as the answers to the following questions (some may not apply to every situation): 1. As an out-of-state vendor, what are you selling or providing to a Tennessee entity? 2. Do you have any employees in Tennessee? 3. Do you have a business location in Tennessee? 4. Do you have sales reps that enter Tennessee? 5. How is your product delivered to a Tennessee customer? (common carrier or company vehicles, electronically, or by tangible method) 6. If installation is required, who installs the product?	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

**SAMPLE: Item
TCAP – Content Area
Item Card
Date**

Stimulus Information

Stimulus Code:

Stimulus Title:

Stimulus:

Item Information

Item Code:	Status: i.e. Available - Operational Ready
Form Usage:	Correct Answer:
Last Operational Admin	Date Field Tested:
Item Position:	P-Value:
Standard Code	Report Category
Standard Text	
Item Review Page No.	Passage Review Page No.
Developer:	Review Date:

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and <p>has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 10)</p>
<p><i>State Use – Evaluator Identification:</i></p>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a brief narrative that illustrates the Respondent's overall understanding of the State's requirements as outlined in Pro Forma Contract Sections A.2 and A.3.		15	
	C.2.	Provide a preliminary work plan as defined in Pro Forma Section A.6.a that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule as outlined in Pro Forma Contract Section A.5. The plan must include: <ul style="list-style-type: none"> Narrative that describes the Respondent's plan for developing test items and forms in time to meet all deliverables for 2016-2017. Narrative that describes the Respondent's method for ensuring test security in development and administration as outlined in Pro Forma Contract Section A.6.b. 		20	
	C.3.	Provide a comprehensive management plan that illustrates the Respondent's understanding of the State's requirements as outlined in Pro Forma Contract Section A.7. The plan must illustrate the Respondent's understanding of the separate assessment's and their components. The plan must include the following: <ul style="list-style-type: none"> Narrative that describes the Respondent's project management team. Narrative that describes the Respondent's communication plan and meeting schedules, the plan should include samples of communications and meeting minutes. Narrative that describes the Respondent's management support structure. Narrative that describes the Respondent's understanding of the required collaborative work with the vendor providing materials, administration, scoring, and reporting for all Science and Social Studies assessments. 		20	
	C.4.	Provide a comprehensive test development plan that illustrates the Respondent's understanding of the State's requirements as outlined in Pro Forma Contract Section A.8.		50	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>The plan must illustrate the Respondent's understanding of the separate assessment's and their development components. The plan must include the following:</p> <ul style="list-style-type: none"> Understanding of the components of test and item specifications. The process for development and review of test items that includes all steps necessary to obtain usable items with excellent technical characteristics. The items must be valid and reliable measures of academic content standards and construct as defined in State's academic standards located at: http://tn.gov/education/topic/academic-standards The process must include the item review protocols and procedures for all items types. The process for development and review of test items must also include how the Respondent will engage the State and Tennessee educators in item review and approval. The process for development and review of test items that ensures that the assessment meets the qualifications around universal design as defined in Pro Forma Contract Section A.4.ddd and as cited in Pro Forma Contract Sections A.8.e.(2).vii.1.h), A.8.e.(3).xxi.1) and the needs of special populations as described in A.8.e.(4).ix.3.a). Provide a minimum of eight sample test items per content area for the general assessment and two sample tasks per content area for the alternative assessment. These items are in addition to items provided in RFP Attachment 6.2, Item References A.6. and A.7. Sample items shall be included with Secure Test Materials for review. 			
	C.5.	<p>Provide a comprehensive psychometric and research plan that illustrates the Respondent's understanding of the State's requirements as outlined in Pro Forma Contract Section A.9. The plan must include the following:</p> <ul style="list-style-type: none"> Narrative that describes the Respondent's methods for conducting annual alignment and equating studies. Narrative that describes the Respondent's intended test design to include field test placement. Narrative that illustrates the Respondent's understanding of the State's requirements for statistical and psychometrical methodology including Item Response Theory for item analysis on all of the Assessments. Narrative that describe the Respondent's methods for ensuring reliability and validity of test items and forms. Narrative that details the Respondent's plan for 		35	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>establishing performance level descriptors and conducting standards setting including timelines and how the State and Tennessee educators might be involved.</p> <ul style="list-style-type: none"> Narrative that illustrates the Respondent's understanding of the State's requirements for the technical report and all components. A sample technical report shall be included with Secure Assessment Materials. 			
	C.6.	<p>Provide a comprehensive administration plan that illustrates the Respondent's understanding of the State's requirements as outlined in Pro Forma Contract Sections A.10 and A.11. The plan must include the following:</p> <ul style="list-style-type: none"> Narrative that describes the Respondent's method for ensuring test security in development and administration. Narrative that illustrates the Respondent's understanding of required materials. Samples of the Respondent's materials used for other states shall be provided with Secure Test Materials, including, but not limited to: <ul style="list-style-type: none"> training materials practice tests/samplers test administration manuals teacher directions test interpretation guides for educators and parents criterion referenced test books online versions of the above Narrative that describes the Respondent's method of distribution, collection and storage of materials. 		15	
	C.7.	<p>Provide a comprehensive data management plan that illustrates the Respondent's understanding of the State's requirements as outlined in Pro Forma Contract Section A.12. The plan must illustrate the Respondent's understanding of the separate assessments and their development and processing components as well as the required applications and their functions. The plan must include the following:</p> <ul style="list-style-type: none"> Narrative that describes the Respondent's data security procedures and the Respondent's assurances that data ownership belongs to the State. Narrative that describes the Respondent's web-based solutions to meet the State's requirements and processing needs. The proposal shall include printed samples and access to a demo site for review. Narrative that describes the Respondent's understanding of data transfer protocols with the State and State Assigned vendors to meet processing and reporting deliverables. 		15	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.8.	<p>Provide a comprehensive processing and scoring plan that illustrates the Respondent’s understanding of the State’s requirements as outlined in Pro Forma Contract Sections A.13 and 14. The plan must illustrate the Respondent’s understanding of the separate assessment’s and their components. The plan must include the following:</p> <ul style="list-style-type: none"> • Narrative that describes the Respondent’s plan to work with the State for scanning, editing, and scoring test materials. The Plan should identify tasks to be done by the Contractor as well as any activities that will be the responsibility of the State. • Narrative that details the Respondent’s understanding of the test deck requirement. • Narrative that details the Respondent’s plans for scoring so that a single scale score for each grade/content area is delivered. 		15	
	C.9.	<p>Provide a comprehensive reporting plan that illustrates the Respondent’s understanding of the State’s requirements as outlined in Pro Forma Contract Section A.15. The plan must illustrate the Respondent’s understanding of the separate assessment’s and their reporting requirements. The plan must include the following:</p> <ul style="list-style-type: none"> • Narrative that illustrates the Respondent’s reporting plans. • Narrative that describes delivery of reports to the State, school districts and students including a description of an online reporting system. • Narrative that describes the timeline for data return to the State, school districts, and students. The proposal should include a description of how soon after assessment raw and scale scores would be available for purposes of use in the Tennessee Value Added Assessment System (TVAAS). • The proposal shall include printed report samples and access to a demo site for review. 		15	
<p><i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p>			<p>Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i></p>		
<p>Total Raw Weighted Score</p> <hr/> <p>Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i></p>			<p>X 60 <i>(maximum possible score)</i></p>		<p>= SCORE:</p>
<p><i>State Use – Evaluator Identification:</i></p>					

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

Respondents should provide cost information for every deliverable based on the per unit for the deliverable for every year of the contract regardless of evaluation quantity.

For Per unit calculations: Per Assessment = 2 (Reg/Alt)
 Per Administration = 2 - Fall pre-test, Spring summative test
 Per Content Area = 2 - ELA/Math
 Per Grade = 1 - 2nd grade (used for evaluation purposes, should 1st and or kindergarten be requested, per grade deliverables would increase accordingly)
 Per Application = 4 (enrollment, pre-id, inventory, reporting)
 Line items with 0 evaluation factor should be given a proposed cost for State consideration and possible purchase

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent. Notwithstanding the cost items herein, pursuant to the second paragraph of the Pro Forma Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract." This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
A.6. Administration Activities			
A.6.a. Annual Work Plan	Per Work Plan		
Year 1		2	\$ -
Year 2		2	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Year 3		2	\$ -
Year 4		2	\$ -
Year 5		2	\$ -
A.6.a Annual Work Plan Review	Per Meeting		
Year 1		1	\$ -
Year 2		1	\$ -
Year 3		1	\$ -
Year 4		1	\$ -
Year 5		1	\$ -
A.7. Operations Management			
A. 7. a-e. Operations Management (includes administrative tasks, continuity activities, management meetings)	Per Assessment Per Content Area Per Administration		
Year 1		8	\$ -
Year 2		8	\$ -
Year 3		8	\$ -
Year 4		8	\$ -
Year 5		8	\$ -
A.7.f. Technical Support Services (includes documentation and training for all online functions defined in A.12 and reporting defined in A.15)	Per Application Per Assessment Per Admin		
Year 1		16	\$ -
Year 2		16	\$ -
Year 3		16	\$ -
Year 4		16	\$ -
Year 5		16	\$ -
A.8. Development Activities			
A.8.b. Test Development (includes items, test form development, review and consultation with TDOE, Contractor owned)	Licensing Fee Per Form	Provide licensing fee for Contractor owned forms. Price will not be included in calculations for evaluation purposes.	
Year 1		-	\$ -
Year 2		-	\$ -
Year 3		-	\$ -
Year 4		-	\$ -
Year 5		-	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
A.8.c. Test Specifications (includes full item specifications A.8.d)	Per Assessment Per Admin		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -
A.8.e.(1) Alignment Study	Per Report		
Year 1		1	\$ -
Year 2		1	\$ -
Year 3		1	\$ -
Year 4		1	\$ -
Year 5		1	\$ -
A.8.e. (1) Additional Alignment Studies	Per Hour		
Year 1		200	\$ -
Year 2		200	\$ -
Year 3		200	\$ -
Year 4		200	\$ -
Year 5		200	\$ -
A.8.e (2)-(3) Item Development New & Significantly Modified	Per Item		
Year 1		600	\$ -
Year 2		600	\$ -
Year 3		600	\$ -
Year 4		600	\$ -
Year 5		600	\$ -
A.8.e (2)-(3) Item Development New & Significantly Modified (State owned)	Per Alternative Item		
Year 1		600	\$ -
Year 2		600	\$ -
Year 3		600	\$ -
Year 4		600	\$ -
Year 5		600	\$ -
A.8.e(3)viii-xvi Passage/Item Review Meetings (for State owned items)			

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
A.8.e(3)viii-xvi Small Meeting (1 day)	Per Meeting (content area/grade group)		
Year 1		1	\$ -
Year 2		1	\$ -
Year 3		1	\$ -
Year 4		1	\$ -
Year 5		1	\$ -
A.8.e(3)viii-xvi Small Meeting (2-3 days)	Per Meeting (content area/grade group)		
Year 1		1	\$ -
Year 2		1	\$ -
Year 3		1	\$ -
Year 4		1	\$ -
Year 5		1	\$ -
A.8.e(3)viii-xvi Small Meeting (4 days)	Per Meeting (content area/grade group)		
Year 1		1	\$ -
Year 2		1	\$ -
Year 3		1	\$ -
Year 4		1	\$ -
Year 5		1	\$ -
A.8.e(3)viii-xvi Large Meeting (1 day)	Per Meeting (content area/grade group)		
Year 1		1	\$ -
Year 2		1	\$ -
Year 3		1	\$ -
Year 4		1	\$ -
Year 5		1	\$ -
A.8.e(3)viii-xvi Large Meeting (2-3 days)	Per Meeting (content area/grade group)		
Year 1		1	\$ -
Year 2		1	\$ -
Year 3		1	\$ -
Year 4		1	\$ -
Year 5		1	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
A.8.e(3)viii-xvi Large Meeting (4 days)	Per Meeting (content area/grade group)		
Year 1		1	\$ -
Year 2		1	\$ -
Year 3		1	\$ -
Year 4		1	\$ -
Year 5		1	\$ -
A.8.e(3) xiii Virtual Meeting	Per Meeting		
Year 1		1	\$ -
Year 2		1	\$ -
Year 3		1	\$ -
Year 4		1	\$ -
Year 5		1	\$ -
A.8.e(3) xiii Virtual Reviews	Per Item Reviewed		
Year 1		1,800	\$ -
Year 2		1,800	\$ -
Year 3		1,800	\$ -
Year 4		1,800	\$ -
Year 5		1,800	\$ -
A.8.e(3)xvii Sight Reviews			
A.8.e(3)xvii Ink Print/Braille (1 day)	Per Meeting (content area/grade group)		
Year 1		1	\$ -
Year 2		1	\$ -
Year 3		1	\$ -
Year 4		1	\$ -
Year 5		1	\$ -
A.8.e(3)xvii Ink Print/Braille (2-3 days)	Per Meeting (content area/grade group)		
Year 1		1	\$ -
Year 2		1	\$ -
Year 3		1	\$ -
Year 4		1	\$ -
Year 5		1	\$ -
A.8.e (4)i. Test Construction (custom - State owned)	Per Form		

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -
A.8.e.(4)iii Frameworks (includes Alt Design Patterns and Learning Frameworks)	Per set		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -
A.9. Psychometric Activities			
A.9.a Equating Study	Per Report Per Grade and/or Content Area Per Year		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -
A. 9. a -b & v. Research Studies	Per Hour		
Year 1		200	\$ -
Year 2		200	\$ -
Year 3		200	\$ -
Year 4		200	\$ -
Year 5		200	\$ -
A.9.r. Standard Setting (including the TAC mtg and correlation to previous assessment if necessary and the options for annual progress measure first year)	Per Grade and/or Content Area		
Year 1		4	\$ -
Year 2		-	\$ -
Year 3		-	\$ -
Year 4		-	\$ -
Year 5		-	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
A.9.s. TAC Meetings (4-10 participants) 1-2 days	Per Meeting		
Year 1		3	\$ -
Year 2		3	\$ -
Year 3		3	\$ -
Year 4		3	\$ -
Year 5		3	\$ -
A.9.x. Technical Report (including all equating procedures & results, calibration, scaling, reliability & validity, item analysis and alignment)	Per Assessment (includes electronic version, CDs and hard copies)		
Year 1		2	\$ -
Year 2		2	\$ -
Year 3		2	\$ -
Year 4		2	\$ -
Year 5		2	\$ -
A.9.y. Comparability Study	Per Report		
Year 1		2	\$ -
Year 2		2	\$ -
Year 3		-	\$ -
Year 4		-	\$ -
Year 5		-	\$ -
A.10 Assessment Materials			
A.10.b Training Meetings and Materials			
A.10.b. (1) Instructional Materials for Training EA Coordinators	Per Set		
Year 1		200	\$ -
Year 2		200	\$ -
Year 3		200	\$ -
Year 4		200	\$ -
Year 5		200	\$ -
A.10.b.(2) Instructional Materials for Training School Coordinators	Per Set		
Year 1		2,000	\$ -
Year 2		2,000	\$ -
Year 3		2,000	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Year 4		2,000	\$ -
Year 5		2,000	\$ -
A.10.b. (1 & 2) Training Meetings	Per Location		
Year 1		12	\$ -
Year 2		12	\$ -
Year 3		12	\$ -
Year 4		12	\$ -
Year 5		12	\$ -
A.10.b. (3) Materials for Regional Meetings	Per Set		
Year 1		400	\$ -
Year 2		400	\$ -
Year 3		400	\$ -
Year 4		400	\$ -
Year 5		400	\$ -
A.10.b. (3) Regional Meetings	Per Location		
Year 1		8	\$ -
Year 2		8	\$ -
Year 3		8	\$ -
Year 4		8	\$ -
Year 5		8	\$ -
A.10.c Preparation Materials			
A.10.c.(1) Item Samplers	Per Grade/Content Area /Assessment		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -
A.10.c.(2) Practice test - Development (include electronic version & teacher directions)	Per Test		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Year 5		4	\$ -
A.10.c.(2) Practice Test Book	Per Book		
Year 1		60,000	\$ -
Year 2		60,000	\$ -
Year 3		60,000	\$ -
Year 4		60,000	\$ -
Year 5		60,000	\$ -
A.10.c.(2) Large Print Practice Test	Per Test		
Year 1		25	\$ -
Year 2		25	\$ -
Year 3		25	\$ -
Year 4		25	\$ -
Year 5		25	\$ -
A.10.c.(2) Braille Practice Test			
A.10.c.(2) Development (include electronic version & teacher directions)	Per Grade/Content Area /Assessment		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -
A.10.c.(2) Braille Practice Test Book	Per Test		
Year 1		10	\$ -
Year 2		10	\$ -
Year 3		10	\$ -
Year 4		10	\$ -
Year 5		10	\$ -
A.10.c.(2) iii Audio practice test development (master)	Per Grade/Content Area /Assessment		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
A.10.c.(2) iii Audio Practice Test CD	Per CD		
Year 1		10	\$ -
Year 2		10	\$ -
Year 3		10	\$ -
Year 4		10	\$ -
Year 5		10	\$ -
A.10.d Modified Materials			
A.10.d.(1) Braille Test Development	Per Grade/Content Area /Assessment		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -
A.10.d.(1) i Braille audio development (master)	Per Grade/Content Area /Assessment		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -
A.10.d.(1) Braille Test Book	Per Test		
Year 1		20	\$ -
Year 2		20	\$ -
Year 3		20	\$ -
Year 4		20	\$ -
Year 5		20	\$ -
A.10.d.(1) i Braille audio CD	Per CD set/student		
Year 1		20	\$ -
Year 2		20	\$ -
Year 3		20	\$ -
Year 4		20	\$ -
Year 5		20	\$ -
A.10.d.(2) Large Print Test Book	Per Test		
Year 1		50	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Year 2		50	\$ -
Year 3		50	\$ -
Year 4		50	\$ -
Year 5		50	\$ -
A.10.e. Administrative Materials			
A.10.e.(1) Test Administration Manual Development (include web optimized pdf version)	Per Manual		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -
A.10.e.(1) Test Administration Manual (TAM)	Per Manual (printed)		
Year 1		2,400	\$ -
Year 2		2,400	\$ -
Year 3		2,400	\$ -
Year 4		2,400	\$ -
Year 5		2,400	\$ -
A.10.e.(2) Teacher Directions (web optimized pdf version)	Per Directions		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -
A.10.e.(2) Teacher Directions	Per Directions (printed)		
Year 1		12,000	\$ -
Year 2		12,000	\$ -
Year 3		12,000	\$ -
Year 4		12,000	\$ -
Year 5		12,000	\$ -
A.10.e.(3) Test Administration Group (TAG) Header	All Assessments Per Header		
Year 1		6,000	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Year 2		6,000	\$ -
Year 3		6,000	\$ -
Year 4		6,000	\$ -
Year 5		6,000	\$ -
A.10.e.(4) Comprehensive GTI (includes development and web optimized pdf version)	Per Assessment		
Year 1		2	\$ -
Year 2		2	\$ -
Year 3		2	\$ -
Year 4		2	\$ -
Year 5		2	\$ -
A.10.e.(4) Parent Brochure	Per Brochure		
Year 1		120,000	\$ -
Year 2		120,000	\$ -
Year 3		120,000	\$ -
Year 4		120,000	\$ -
Year 5		120,000	\$ -
A.10.f. Assessment Materials			
A.10.f.(1-2) Student Test Booklets (includes student demographic page)	Per Test Booklet		
Year 1		120,000	\$ -
Year 2		120,000	\$ -
Year 3		120,000	\$ -
Year 4		120,000	\$ -
Year 5		120,000	\$ -
A.10.f.(1) Student Test Booklets (contractor comprehensive shelf price, includes development and ancillaries)	Per Student	Provide pricing per student for Contractor owned shelf cost. Shelf price will not be included in calculations for evaluation purposes.	
Year 1		-	\$ -
Year 2		-	\$ -
Year 3		-	\$ -
Year 4		-	\$ -
Year 5		-	\$ -
A.11 Packaging and Distribution			

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
A.11 Packaging and Distribution	Per LEA/ Per Assessment/Admin		
Year 1		800	\$ -
Year 2		800	\$ -
Year 3		800	\$ -
Year 4		800	\$ -
Year 5		800	\$ -
A.11 Packaging and Distribution	Per School/ Per Assessment/Admin	Provide pricing per school for possible shipping to private, charter, state or individual public schools. Cost will not be included in calculations for evaluation purposes	
Year 1		-	\$ -
Year 2		-	\$ -
Year 3		-	\$ -
Year 4		-	\$ -
Year 5		-	\$ -
A.12. Data Management			
A.12. Custom programming	Per Hour		
Year 1		200	\$ -
Year 2		200	\$ -
Year 3		200	\$ -
Year 4		200	\$ -
Year 5		200	\$ -
A.12. Website Hosting	Per Application/Month		
Year 1		48	\$ -
Year 2		48	\$ -
Year 3		48	\$ -
Year 4		48	\$ -
Year 5		48	\$ -
A.12.a(5). Enrollment Setup (includes website setup & customization, support documentation and training as specified in A.12.h)	Per Assessment		
Year 1		2	\$ -
Year 2		2	\$ -
Year 3		2	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Year 4		2	\$ -
Year 5		2	\$ -
A.12.a(5). Enrollment Support & maintenance (includes data upload from state/systems)	Per Assessment/Admin		
Year 1		4	\$ -
Year 2		4	\$ -
Year 3		4	\$ -
Year 4		4	\$ -
Year 5		4	\$ -
A.12.a(6). Pre-Coding Setup (includes website setup & customization, support documentation and training as specified in A.12.h)	Per Assessment		
Year 1		2	\$ -
Year 2		2	\$ -
Year 3		2	\$ -
Year 4		2	\$ -
Year 5		2	\$ -
A.12.a(6). Pre-coding Support & maintenance (includes data uploads, pre-coding and reviews)	Per Assessment/Admin		
Year 1		8	\$ -
Year 2		8	\$ -
Year 3		8	\$ -
Year 4		8	\$ -
Year 5		8	\$ -
A.12.a(6). Pre-ID labels	Per Student		
Year 1		120,000	\$ -
Year 2		120,000	\$ -
Year 3		120,000	\$ -
Year 4		120,000	\$ -
Year 5		120,000	\$ -
A.12.a(7). Inventory Management Setup (includes website setup & customization, support documentation and training as specified in A.12.h)	Per Assessment		
Year 1		2	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Year 2		2	\$ -
Year 3		2	\$ -
Year 4		2	\$ -
Year 5		2	\$ -
A.12.a(7). Inventory Management Support & maintenance	Per Assessment/Admin		
Year 1		8	\$ -
Year 2		8	\$ -
Year 3		8	\$ -
Year 4		8	\$ -
Year 5		8	\$ -
A.13. Assessment Processing			
A.13. Assessment Processing (includes scanning, editing, SR scoring, and reporting)	Per Content Area/ Assessment/Admin		
Year 1		8	\$ -
Year 2		8	\$ -
Year 3		8	\$ -
Year 4		8	\$ -
Year 5		8	\$ -
A.14. Assessment Scoring			
A.14. Assessment Scoring (includes key validation, scoring of all item types, data collection, and document retention)	Per Content Area/ Assessment/Admin		
Year 1		8	\$ -
Year 2		8	\$ -
Year 3		8	\$ -
Year 4		8	\$ -
Year 5		8	\$ -
A.15. Reporting Activities			
A.15.a-g. Online Reporting Setup (includes report customization)	Per Assessment/Admin		
Year 1		8	\$ -

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Year 2		8	\$ -
Year 3		8	\$ -
Year 4		8	\$ -
Year 5		8	\$ -
A.15.a-g. Online Reporting Support and Maintenance (includes training (as defined in A.12.h) and posting of all reports)	Per Assessment/Admin		
Year 1		8	\$ -
Year 2		8	\$ -
Year 3		8	\$ -
Year 4		8	\$ -
Year 5		8	\$ -
A.15.j.(5) Student Reports	Per Student		
Year 1		120,000	\$ -
Year 2		120,000	\$ -
Year 3		120,000	\$ -
Year 4		120,000	\$ -
Year 5		120,000	\$ -
A.15.j (5) Student Labels	Per Student		
Year 1		120,000	\$ -
Year 2		120,000	\$ -
Year 3		120,000	\$ -
Year 4		120,000	\$ -
Year 5		120,000	\$ -
A.15.j (7) Comprehensive Data Files (CDF)	Per Admin		
Year 1		2	\$ -
Year 2		2	\$ -
Year 3		2	\$ -
Year 4		2	\$ -
Year 5		2	\$ -
EVALUATION COST AMOUNT (sum of evaluation costs above):			
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
lowest evaluation cost amount from <u>all</u> proposals	x 30 (maximum section score)	= SCORE:	
evaluation cost amount being evaluated			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 33111-00816 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The “reference subject” specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

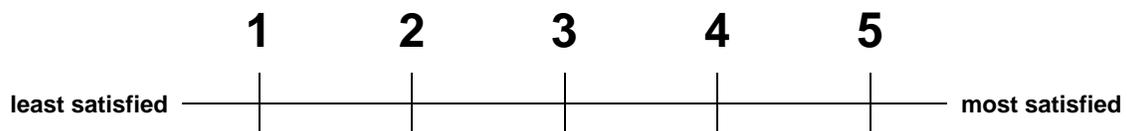
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

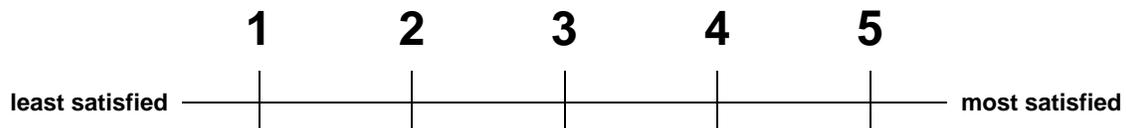


RFP # 33111-00816 REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

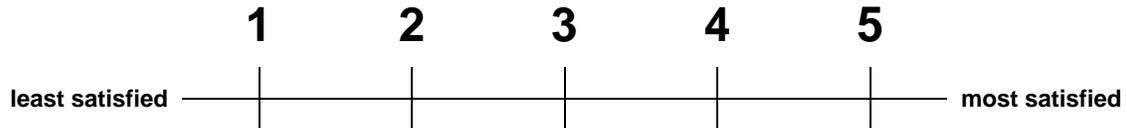


What, if any, comments do you have regarding the score selected above?

RFP # 33111-00816 REFERENCE QUESTIONNAIRE — PAGE 3

- (11) **Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

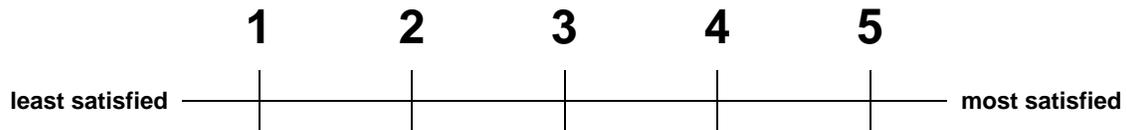
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (12) **Would you contract again with the reference subject for the same or similar goods or services?**

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

_____ (must be the same as the signature across the envelope seal)

DATE:

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 60)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 33111-00816 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Education ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Summative Assessments in English Language Arts and Mathematics for 2nd grade, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. The Contractor shall work with the State to provide item and test form development, administration, scoring and reporting services for the State's early learning assessment program in order to provide assessments that are valid, reliable and fair measurements for all students. The State's assessment program shall be designed to be accessible for use by the widest possible range of students, including but not limited to students with disabilities and students with limited English proficiency. The assessments to be included are described in A.3.d. Unless otherwise indicated, all requirements of this Contract shall apply to all assessments. The quantity of deliverables for each assessment shall be determined and approved in collaboration with the State and shall be finalized with the Contractor in the Annual Work Plan defined in A.6.a.

A.3. General Scope of Assessment Services

- a. The State has contracted for the use of the paper-based SAT10 assessment in grades K-2 since 2008. The State's previous contract delivered assessments that were provided by the State to Education Agencies (EAs). Administration is optional for EAs. Results have been used for Tennessee's growth model, Tennessee Value Added Assessment System (TVAAS) and teacher accountability; however, they have not been included in student grades or district accountability.
- b. The Contractor shall provide a 2nd grade summative assessment to be delivered via paper throughout the life of contract beginning in spring 2017. The State has historically provided assessments in kindergarten and 1st grade along with the 2nd grade assessment; this Contract includes requirements and materials to allow for the possible inclusion of assessments in these grades.
- c. The assessments must be aligned with Tennessee Academic Standards as defined in A.4.aaa and must incorporate Tennessee educators in development and scoring activities. To ensure efficiency and economy of scale, the State will consider a Contractor shelf product that meets the criteria for the assessments defined in this scope of services. The State may use existing items and/or test forms that are owned by the Contractor and leased to the State, or work with the Contractor to develop new items and/or test forms that are owned by either the Contractor or the State.
- d. Test Structure – The Contractor shall work with the State to provide assessments as follows:
 - (1) Achievement Assessment optional for grade 2, using Tennessee Academic Standards in English language arts and mathematics. The Contractor will work with the State to

develop and implement a customized Criterion Referenced Test (CRT) for grade 2 following the development guidelines outlined in the Scope of Services.

- (2) Alternative Assessment (TCAP/Alt) to be given to students in grade 2. The TCAP/Alt shall be an alternate assessment based on alternate achievement standards for students with significant cognitive disabilities in the areas of reading and mathematics. The TCAP/Alt shall be developed in collaboration with the State using the principles of Evidence Centered Design (ECD). The goal of the alternative assessment is to ensure that students with significant cognitive disabilities achieve increasingly higher academic outcomes and leave high school ready for post-secondary options.
 - (3) The State currently provides optional assessments for students in grades K-2 and may choose to reinstate assessments in grades K-1 during the life of this Contract.
 - (4) The Contractor shall work in collaboration with the State to ensure all assessments adhere to current and future standards for English language arts and mathematics.
 - (5) The Contractor shall work in collaboration with the State to ensure all assessments adhere to existing and future changes to federal and state legislation, rules and policies. Such work shall include but not be limited to providing any documents, papers, or records requested by the State of Tennessee or the United States Department of Education for review and audit purposes.
 - (6) All activities related to this Contract will be the responsibility of the Contractor and will require the State's approval. All components of the assessment program shall maintain compliance with State Board of Education rules and policies and education laws of Tennessee, including: Tenn. Code Ann. § 49-1-302, 49-1-603, 49-1-604, 49-1-605, 49-1-607, 49-1-610, 49-1-612, 49-6-5101, 49-6-5105, and 49-6-5106. The Contractor shall provide documentation of the components of the assessment program as requested by the State.
- e. The State will work with the Contractor to finalize annual testing schedules. Subject to change, the TCAP schedule is currently as follows:
- (1) TCAP/Achievement is administered in late April – early May.
 - (2) TCAP/Alt is currently administered in a portfolio format from August through February. The State will work with the Contractor to establish a spring testing window for the administration of the TCAP/Alt.
 - (3) The current plan for the 2015-2016 test year schedule is:

K-2 (SAT10)*	Spring	April 25 – May 6
TCAP-Alt** (NCSC)	Spring	TBD

- (4) The State will work with the Contractor in development of a possible pre-test / post-test administration design.
- f. Maintaining test validity, reliability, and equivalent assessments across years is a fundamental priority of the program. The Contractor shall work in partnership with the State on design and content of all aspects of this assessment program. Changes in the design of the assessments during the Contract period will be made in collaboration with the State.
- g. The primary purpose of these assessments is to improve teaching and learning. The Contractor shall work in collaboration with the State to ensure that high quality items and test forms are provided to meet this purpose. Additionally, these assessment results are used in the Tennessee Value-Added Assessment System (TVAAS) and incorporated as a component of teacher's annual summative evaluations. It is imperative that all aspects of test administration, scoring, and reporting be undertaken with diligence for test security and score validity. Results of the 2nd grade assessment will be used to establish a base line for 3rd grade teacher effect calculations. In order to provide data for 2nd grade teachers to receive teacher

effect, prior test scores are required which could result in the development of a pre-test to be given to 2nd grade students in the fall or a 1st grade summative assessment.

- h. Items provided under this Contract shall include both selected and constructed response as defined in A.4.i and A.4.oo and shall be aligned with the Tennessee Academic Standards currently available at <http://tn.gov/education/topic/academic-standards>. The Contractor shall collaborate with the State for final approval of all test items, each test form, and other materials used under this Contract.
- i. Test forms provided under this Contract shall be engaging for students in early grades. Color and appropriate art shall be used throughout test booklets to enhance the student testing experience. Student answers shall be recorded in the test booklet and not on a separate answer document.
- j. The Contractor will provide testing services to all Tennessee public Local Education Agencies (LEAs), charter schools, State Special Schools, the Achievement School District as defined in T.C.A. § 49-1-614, Department of Children’s Services Schools, and approved private schools, herein collectively referred to as EAs. Tennessee has approximately 142 LEAs, four State Special Schools, the State Achievement School District, and approximately 1700 public and private schools. Each grade cohort of students is approximately 70,000 statewide. The 2nd grade assessment is optional, which means that there will be variability in the number of students in the EAs that choose to administer this assessment. Historical usage figures are provided in the following table:

Assessment	2014	2015
2 nd grade	49,257	36,339
Large Print 2 nd grade	54	45
1 st grade	47,062	29,401
Kindergarten	28,841	15,443

A.4 Definitions:

- a. Accessibility Features– Test administration modifications allowable for use with any student. Modifications may include but not be limited to: flexible setting or scheduling; visual, tactile, or auditory aids; and scribe. Individualized Education Plan (IEP) and/or 504 plan documentation is not necessary.
- b. Accessible Portable Item Profile (APIP) Standard – The APIP Standard provides assessment programs and question item developers a data model for standardizing the interchange file format for digital test items. The standard builds on the IMS GLC Question and Test Interoperability (QTI) v2.1 specification.
- c. Accommodations – Changes in the assessment materials or procedures that do not change the construct being measured. Testing accommodations are specified by IEP and/or 504 service plan documentation. These may include but are not limited to Braille, ability for the student to dictate responses, an administrator providing prompting upon request and additional time.
- d. Administration – Window in which an assessment is given, the current assessment is given in the spring.
- e. Alternative Task – A task consists of four items, each written to four different levels to address the Core Content Connectors (CCC) as defined in A.4.n. Level 4 is the most complex and is written to fully align with the focal Knowledge, Skills and Abilities (KSA) (A.4.cc). Level 1 is the least complex and is linked to the focal KSA based on essential understandings, so that students in beginning interaction with the grade-level curriculum

will be able to access it.

- f. Alternative Task Template – Derived from the Evidence Centered Design (ECD) (A.4.w) process, a task template is developed for a focal KSA, listing the KSAs to be addressed and detailing variable features that should be turned on or off for an item. A task template includes a sample task with item directives, manipulatives, correct answer keys, and scoring rubrics.
- g. Analytical Services – Services provided by the Contractor to ensure the technical soundness of assessments. Such services may include, but are not limited to, the selection of representative samples of Tennessee students, conducting pilot studies, scaling of items and test forms, scale/item parameter drift studies, item bias/differential item functioning (DIF) analysis, setting of performance standards, and demonstration of test reliability and validity.
- h. Assessment – An evaluation of student achievement related to knowledge and skills in a specific content area and/or a specific grade level. Term used throughout this Contract to denote any test given under this Contract to include both selected and constructed response types of assessments.
- i. Calibration – Placing items on a common scale so that items measuring the same underlying content represent a position on the scale that is also represented by other items of comparable difficulty.
- j. Common Education Data Standards (CEDS) – A specified set of the most commonly used education data elements to support the effective exchange of data within and across states, as students transition between educational sectors and levels, and for federal reporting. This common vocabulary will enable more consistent and comparable data to be used throughout all education levels and sectors necessary to support improved student achievement. The standards are being developed by National Center for Education Statistics (NCES) <http://nces.ed.gov> with the assistance of a CEDS Stakeholder Group that includes representatives from states, LEAs, institutions of higher education, state higher education agencies, early childhood organizations, federal program offices, interoperability standards organizations, and key education associations and non-profit organizations. More information on CEDS can be found at <https://ceds.ed.gov/>.
- k. Comparability and Equating – Statistical evidence that the assessment is similar in content and psychometric characteristics to the current assessment.
- l. Constructed Response (CR) – Assessment items that require a student to produce a response without options provided. These items may include but not be limited to items in which a student provides a brief response to a posed question; completes a computation; creates a graphic representation; provides justification/explanation of his/her thoughts or work on an equation or formula; a response to a text-based prompt that can vary in length and text complexity based on grade level; or activities that are related and require students to construct a response, create a product, or perform a demonstration which are evaluated by a set of criteria.
- m. Content Areas – English language arts, reading (informational and literary) and mathematics.
- n. Core Content Connectors (CCC) – Prioritized academic content designed to frame the instruction and assessment of students with significant cognitive disabilities.
- o. Criterion-Referenced Test (CRT) – An assessment aligned to pre-defined content standards and designed to measure student achievement relative to those standards.
- p. Cut Scores – The minimum test score necessary to demonstrate that a test taker has the knowledge and/or skills to perform at a certain level of proficiency.
- q. Design Pattern – The first step in the ECD process is to develop a design pattern that lays out all focal and additional knowledge, skills, and abilities (KSA) needed to fully address the

- content standard in the assessment of students with significant cognitive disabilities. Additional cognitive, affective, receptive, expressive, and executive variables are also specified.
- r. Developmental Appropriateness –Policy and procedures adopted by the American Psychological Association used to ensure that the assessment development process gives careful consideration to the age and academic progress of students.
 - s. Ed-Fi Data Standard – The Ed-Fi data standard consists of the Ed-Fi Unifying Data Model and a data exchange framework. Go to ed-fi.org for the most current specifications of these standards.
 - (1) Ed-Fi Unifying Data Model – The Ed-Fi Unifying Data Model (UDM) is an enterprise data model of K–12 education data. It is designed to capture the meaning and inherent structure in the most important information in the K–12 education enterprise, in order to facilitate information sharing of education data. The UDM is expressed using Unified Modeling Language (UML) class diagrams and is independent of any interchange mechanism, database storage structure or application interface. The UDM is aligned to the CEDS.
 - (2) Data exchange framework – The data exchange framework defines mechanisms for securely exchanging and storing data contained in the UDM, based on industry standard and vendor neutral approaches. The data exchange framework includes:
 - i. Ed-Fi XML Core Schema and Standard Interchange Schemas built upon the core schema.
 - ii. Ed-Fi Logical Database Model (LDM) for implementing an Operational Data Store (ODS)
 - iii. Ed-Fi REST API Design Guidelines
 - t. EdTools – A State-owned online platform used for assessment logistics services including communications, calendar management, materials management, processing activities, reporting and resources. Processing activities includes Reports of Irregularity, School Group Lists (used for shipping bill of lading), Student Demographic Data Verification, and Teacher linkages.
 - u. English Learner Accommodations – Testing accommodations allowable for English Learner or non-English language background (NELB) students based on individual needs and abilities.
 - v. English Learner (EL) – A student whose first language is not English and who is limited English proficient as determined by State criteria.
 - w. Evidence Centered Design (ECD) – A framework for assessment design that takes into account:
 - (1) the knowledge, skills, abilities to be assessed,
 - (2) the behaviors or performances that should reveal the target construct, and
 - (3) the tasks that should elicit these behaviors.
 - x. Fiscal Year (FY) - The State accounting period of July 1 through June 30.
 - y. Hand Scoring – The process of determining the rating of a student’s work using holistic or trait based scoring rubrics.
 - z. Interoperability – A principle of using standardized data formats and data transport protocols to promote the effective exchange and utilization of data between two or more systems or system components. Interoperability is a core design principle for State technology development and operations.
 - aa. Item(s) – Test questions, which may include constructed response, performance tasks and/or selected response.

- bb. Item Bank – Test question repository and/or archive.
- cc. Knowledge, Skills and Abilities (KSA) – An element of ECD used to determine the assessment framework. Each alternative item task template is built to a focal KSA.
- dd. Limited English Proficient (LEP) Student – A student whose first language is not English and who is limited in English proficiency as determined by State criteria (also referred to as English Learners).
- ee. Linking Items - Items that have known psychometric properties and are common across forms for the purpose of equating assessments.
- ff. Local Education Agency (LEA) – A school district or school system that is the financial and administrative agency for school(s) in a certain region of the State.
- gg. Longitudinal Assessment – Provides measures of student performance over time utilizing a common scale.
- hh. N-Count – Total number of students, items, materials or other deliverables.
- ii. Online Applications – Web-based products as defined in section A.12.
- jj. Performance Standards - Indicate student performance and are reported at multiple levels. The performance standards are established by educators at standards setting.
- kk. Question and Test Interoperability (QTI) – Defines a standard format for the representation of assessment content and results, supporting the exchange of this material between authoring and delivery systems, repositories and other learning management systems. It allows assessment materials to be authored and delivered on multiple systems interchangeably. It is designed to facilitate interoperability between systems.
- ll. Reporting Categories - Divisions of the academic standards used in reporting student performance on the assessments (the State will work with the Contractor in defining these categories).
- mm. Scale Score - A numerical score, based upon the number of items a student correctly answers, which summarizes the overall level of performance attained by the student.
- nn. Scientific validity and empirical standards –The assessments shall meet the criteria for test development, administration, and use described in the *Standards for Educational and Psychological Testing* (1999) adopted by the American Educational Research Association (AERA), the American Psychological Association (APA), and the National Council on Measurement in Education (NCME).
 - (1) www.apa.org/science/standards.html
 - (2) www.apa.org/science/testing.html
- oo. Selected Response (SR) – A test question that requires the student to choose the correct/best answer(s) from possible responses (i.e., multiple choice, multiple select, etc.).
- pp. Standards Alignment – The degree to which the assessment is aligned with Tennessee’s Academic Standards. Alignment shall be defined as the quality of the relationship between learning expectations and the assessment used to measure student comprehension of the concepts taught.
- qq. Standards and Assessment Peer Review – A process overseen by the Office of Student Achievement and School Accountability of the U.S. Department of Education to ensure states meet the statutory requirements for high quality assessment systems in compliance with Title I of the Elementary and Secondary Education Act (ESEA). Specific federal compliance requirements for the appropriateness of assessments used by states. <http://www2.ed.gov/admins/lead/account/saa.html#peerreview>
- rr. State Assigned Student ID Number – Student identification number randomly generated

from the statewide student management system.

- ss. State Special Schools – A school that is managed by the State, including Alvin C. York Agricultural Institute, Tennessee School for the Blind, Tennessee School for the Deaf, West Tennessee School for the Deaf. Summary data for State Special Schools is included with public schools.
- tt. T.C.A. – Tennessee Code Annotated, the compilation of state statutes.
- uu. TCAP – Tennessee Comprehensive Assessment Program, the comprehensive set of standardized assessments administered in Tennessee.
- vv. TCAP Assessments – Used to identify all State assessments as a group.
- ww. TCAP/ACH - Achievement Assessment optional for grades K-2.
- xx. TCAP/Alt – Alternative Assessment for most significantly disabled students (1%).
- yy. Tennessee Constructed Response Rubrics – Scales to be established by the Contractor with State assistance for use in scoring constructed response items in a fair, reliable and valid manner.
- zz. Technical Report – Comprehensive summary report as defined in A.9.x.
- aaa. Tennessee Academic Standards - A set of expectations for what students will know and be able to do at the end of a grade, as adopted by the State Board of Education. The current standards are available at <http://tn.gov/education/topic/academic-standards>.
- bbb. Tennessee Value-Added Assessment System (TVAAS) - One component of the State accountability program that utilizes a statistical methodology to measure student academic growth.
- ccc. Test Year (TY) - The test administration period from July 1 through June 30. Final reporting for the test year may extend into the following test year.
- ddd. Universal Design for Learning (UDL) – A set of principles for curriculum development that give all individuals equal opportunities to learn. UDL provides a blueprint for creating instructional goals, methods, materials, and assessments that work for everyone – not a single, one-size-fits-all solution but rather flexible approaches that can be customized and adjusted for individual needs. All items must be written and will be reviewed under these principles. For additional information see the website: <http://www.udlcenter.org/>
- eee. Validity and Reliability Requirements – Statistical and psychometrical evidence that the assessments consistently measure the standards and determine level of proficiency.
- fff. Vertical Scaling – Development of a single scale appropriate for use across grade levels to determine growth in each domain.
- ggg. Web-Based – Delivered via the Internet and/or World Wide Web.

A.5. **Schedule**

The State shall review and approve all materials and/or deliverables purchased under this Contract. The State reserves the right to determine specific details of work tasks and products. Changes to any agreed upon procedures or product specifications shall be made in collaboration with the State and the Contractor will submit a revised work plan for State approval. The Contractor shall not disseminate any written information, materials, or deliverables associated with this Contract to the field, public, or any other third party without the State's written approval. The Contractor will allow the State a minimum of five (5) State business days to review materials and/or deliverables unless noted otherwise in this scope of services. The Contractor shall make modifications as directed by the State and provide additional time of not less than three (3) State business days for the State to review and sign-off on the revised submission. The Contractor is responsible for any expenses associated with making modifications to materials and deliverables

necessary to obtain the State's approval. The Contractor shall provide the deliverables under this Contract in accordance with the delivery schedule stated below:

- a. Annual Deliverables - These deliverables shall be delivered on the dates specified below for the first administration of the assessments. The due dates for subsequent administrations will be established in the Annual Work Plan in collaboration with the State.
 - (1) Annual Work Plan – The Annual Work Plan as defined in A.6.a shall include all activities related to each test administration. The initial Work Plan shall be due 30 days after the Contract is executed. The initial Annual Work Plan shall cover the period from the execution of the Contract through the completion of testing, including delivery of the technical report, for the 2016-2017 TY. The Annual Work Plan will sequence events to follow best practices in evidence centered design. Each subsequent Annual Work Plan shall be due to the State by May 1 each year and shall cover the full test cycle including reporting for that year. The final Annual Work Plan (due May 1, 2020) shall cover the period from July 1, 2020 through the end of the Contract.
 - (2) Management meetings – Weekly management meetings shall be established within the first 30 days after the Contract is executed.
 - (3) Progress Reports – Quarterly progress reports as detailed in section A.7.d.(2) & (3) shall be provided to the State beginning July, 2016.
 - (4) Technical Support Services – Technical support services for all online applications, including online reporting, as detailed in sections A.7.f, A.12.h and A.15.g.(1) shall be provided to the State beginning at a time determined in collaboration with the State. Specific dates for component deliverables shall be detailed in the Annual Work Plan.
 - (5) Data Management Activities – Online applications as defined in section A.12 shall be provided to the State beginning in the fall of 2016. Specific dates for component deliverables shall be detailed in the Annual Work Plan.
 - (6) Test Specifications – Receipt of Test Specifications, including Item Specifications and Scoring Keys by September 24, 2016.
 - (7) Content/Bias Passage Reviews – Conducted for the State during the summer/fall 2016 for the TCAP assessments. Subsequent reviews may be conducted earlier in the year such as December or February.
 - (8) Content/Bias Item Reviews – Conducted for the State during the summer/fall 2016 for the TCAP assessments. Subsequent reviews may be conducted earlier in the year such as February or early March.
 - (9) Preparation Materials – Receipt of item samplers and practice tests as detailed in A.10.c by September 16, 2016.
 - (10) Test Administration Materials – Receipt of test administration materials as detailed in section A.10.e by February 15, 2017.
 - (11) Guide to Test Interpretation (GTI) – Receipt of electronic GTI for web posting at least one month prior to the assessment window in March 2017.
 - (12) Assessment Materials – Receipt of all assessment materials, as detailed in section A.10, in EAs at least two weeks prior to the assessment window.
 - (13) Processing and Scoring Activities – Specific dates for component deliverables of processing and scoring as detailed in sections A.13 and A.14 shall be detailed in the Annual Work Plan.
 - (14) Comprehensive Data Files (CDF) – Receipt of CDF by the State by May 30, 2017 and no later than May 30 for each subsequent year of the Contract.
 - (15) Online Reporting Activities – Online reporting programming as detailed in section A.15 shall be provided to the State by June, 2017.

- (16) Student Labels and Score Reports – Receipt by EAs (with Parent Brochures) in June 2017.
 - (17) Parent Brochures - Delivered with student level reports to EAs in June 2017.
 - (18) Technical Report – Receipt of Technical Report by the State by October 2, 2017 and no later than October 1 for each subsequent year of the Contract.
- b. One time deliverables:
- (1) Introductory Materials and Meetings – Materials should be provided for review and approval by August 17, 2016. Meetings will be scheduled for September 2016 to provide schools and districts with information regarding the assessments.
 - (2) Shipment of Test Archive Documents – Receipt of all archived documents by July 31, 2020 see section A.11.b.(31).
- c. The State shall provide the Contractor with the following by April, 2016:
- (1) Current record layouts for online services in an Excel file.
 - (2) Contact information, including email, for EA and school users of online products.
 - (3) Sample ancillary materials in PDF format.

A.6. Administration Activities:

The Contractor shall provide testing services for all EAs as defined in A.3.j beginning in 2016-2017. The Contractor shall produce and deliver materials to facilitate State testing schedules as outlined in A.3.e. All administrative materials shall be provided to the State in Microsoft Word and/or Excel for use on the State internet or in training.

- a. **Annual Work Plan** - The Contractor shall prepare, for State review and approval, a detailed Work Plan for each assessment that incorporates the schedules for the activities of this Contract. Separate work plans shall be provided for Achievement and the Alternative Assessment. The initial Work Plan for each assessment shall be submitted within thirty (30) days after executing the Contract. The Work Plan shall include the steps for all project work tasks and deliverables including initiation and completion dates, task responsibilities and transitional activities with State designated contractors to avoid any disruption of services, requirements or deliverables to the students, teachers, schools, EAs, and State.

The Annual Work Plan will outline by task and due date each activity to be performed under this Contract following the deliverable timelines established in A.5. The Annual Work Plan must describe all activities related to the development of test items and forms, web-based programming, training materials, administration materials, vendor support processes, assessment support processes, reports, interpretation materials and logistics, including each stage of production. It shall provide due dates for each activity and indicate areas of responsibility for the Contractor and the State. The Annual Work Plan will serve as a monitoring document to be used by the State to assure timely completion of tasks as scheduled. Each Annual Work Plan shall be comprised of all activities related to the administrations of each assessment and may encompass more than an actual 12 month time frame.

The final Annual Work Plan for this Contract will indicate the essential steps leading to the transition between the Contractor and any vendor awarded any subsequent contract for the provision of these services. The final Annual Work Plan shall include the steps for all project work tasks and deliverables including initiation and completion dates, and task responsibilities to avoid any disruption of services, requirements or deliverables to the students, teachers, schools, EAs, and State.

The Contractor shall establish a secure SharePoint or file transfer protocol (SFTP) website for use in maintaining the Annual Work Plan and other communications, including but not limited to posting administrative materials, test booklets, scoring materials and reporting information for review, with the State for contract management. Materials shall be considered

delivered and final after written notification is given to the Contractor via email or other electronic methods by the State contact in D.2 or their official designee. The Annual Work Plan shall be delivered in a format supported by the State, shall include a key dates file in Microsoft Excel and shall be maintained as a fluid, ongoing project document for each test administration. Both the State and the Contractor shall have access to and the ability to edit and update the Annual Work Plan as needed. All changes shall be made in collaboration with the State.

The Contractor shall provide each year the facility, transportation, food, and lodging for an Annual Work Plan review between the representatives of the State and the Contractor for planning, item, test form and materials development, scoring methodology, and report approval, as needed. State representatives in consultation with the Contractor shall make selection of the meeting site and dates. Meeting participants shall include the key project staff including project coordinators and their supervisors from all organizations. The Contractor shall pay for all costs, described in A.8.e.(3)xiii., related to the Annual Work Plan review

- b. **Security Procedures** – The Contractor shall provide detailed, standardized security procedures for review by the State. Approved security procedures shall be included in the annual technical report for each assessment. The Contractor shall provide and pay for any experts needed should any security matters be litigated. The Contractor must not make contact with the press or EAs in regard to test development or testing reports, results, or procedures. Any contact with the press and EAs shall be handled through the State. The procedures include but are not limited to the following:
- (1) To protect the integrity of testing in Tennessee comply with all Tennessee laws relating to test security, including T.C.A. § 49-1-302(f) and T.C.A. § 49-6-6001(c).
 - (2) Include test security procedures in the production, development and review of all test items and forms.
 - (3) Include test security procedures in the production, distribution, and collection of all test and administration support materials.
 - (4) Include test security procedures and safeguards such as serial numbered booklets and confidentiality agreements as necessary.
 - (5) Procedures such as forms with the items presented in alternate item order displays (somewhat rearranged) within each administration shall be explored and instituted in order to decrease cheating without jeopardizing form comparability.
 - (6) Provide a secure architecture to protect test administration, processing, scoring, and reporting environments from network-based attacks.
 - (7) Provide security procedures and safeguards to ensure that electronic files and data are developed, used, and maintained in a secure manner to protect the confidentiality of all students tested, including all materials, records, reports, and files.
 - (8) Include test security procedures for all student demographic data.
 - (9) Provide security procedures and safeguards to ensure the security of the items, test forms and all ancillary materials during development, production, field testing, calibration, printing, scoring and reporting. The procedures shall ensure day-to-day security to prohibit unauthorized personnel access to testing materials through deliberate or unintentional actions.
 - (10) Utilize encryption to ensure security of the assessments and all student/teacher/school/EA information entered through all online programs.
 - (11) Provide confidentiality agreements for participants in all review meetings. All participants must express understanding of the expectation that they are not to discuss or reveal the contents of the items, results of the assessment, student responses, student demographic information or any other information pertinent to the development,

processing, scoring or reporting of the assessments.

- (12) Provide detailed documentation of all test security procedures in the Technical Report each year. Include detailed procedures for item and test form development and a description of the collection and secure destruction of secure materials (including unused tests, unused answer documents, test administration manuals, and scoring guides) conducted by the Contractor each year following the test administration.
 - (13) Conduct data forensics including but not limited to erasure analysis and similar responses to extended response items. Data forensics are used to monitor and evaluate the assessments for potential cheating and provide documentation to the State for recommended censure or invalidation of a test document.
 - (14) Utilize documentation from the State's online technology platform, EdTools, available to school and EA personnel for reporting any potential breach of security procedures either in test administration or materials handling. Occurrences of potential security breaches reported to the Contractor shall be reported to the State within 24 hours of notification. The State shall review and determine appropriate steps to be taken.
- c. **Quality Control** – The Contractor shall provide detailed, standardized, quality control procedures for review by the State. Approved quality control procedures shall be included in the Annual Work Plan for each assessment. The Contractor shall provide quality control measures including but not limited by the following:
- (1) The procedures shall include, but not be limited to: test form development, item field testing, forms calibration, materials printing and packaging, administration, scoring, processing, and reporting.
 - (2) Scoring analysis, data forensics or other mechanisms that are incorporated for detection of cheating.
 - (3) Procedures for assessing the quality of printing. The Contractor is responsible for replacing misprinted or otherwise defective materials at no cost to the State in such a time as not to impede the assessment, scoring, or reporting of assessment data.
- d. **Error Correction** - The Contractor shall correct any errors in work products at the Contractor's expense, arising from activities that are the responsibility of the Contractor including but not limited to print errors and program functions. Such corrections may involve activities that include but are not limited to the following:
- (1) Conducting analyses to identify the cause and extent of errors.
 - (2) Editing, revising, and/or reprogramming online applications.
 - (3) Reprinting and/or reproducing products or other materials.
 - (4) Providing additional training to Contractor support staff, State staff and EA personnel as needed via training materials, webinars, and or regional meetings.
 - (5) Replacing and/or correcting data files.
 - (6) Reproducing reports.
 - (7) Shipping replacement products or reports to the State or EAs using expedited shipping services.
 - (8) Purchasing of additional equipment (i.e., servers and/or dedicated data circuits).

A.7. **Operations Management**

- a. **Project Team** – The Contractor shall assign a single point of contact for this assessment program to manage all inquiries related to materials, training, and technical assistance. The point of contact program manager should have Project Management Professional (PMP) certification.

- (1) All members of the Contractor's project team must be current members of the Contractor's regular organizational staff with experience within the company in coordinating test development and implementation activities. Team members must have at a minimum technical experience, knowledge, and operational experience including but not limited to the following areas:
 - i. Managing or coordinating the development and implementation of large scale assessments,
 - ii. Communicating effectively orally and in writing,
 - iii. Technical experience in the implementation of a large scale testing program and having a working knowledge of professional testing standards and practices,
 - iv. Academic and technical experience in working with statewide assessments for students with disabilities and
 - v. Academic and technical experience in working with statewide assessments for LEP students.
- (2) The Contractor shall provide a personnel roster and resumes of key people who shall be assigned to perform duties or services under this Contract no later than the initial planning meeting.
- (3) The Contractor shall not remove or reassign key personnel (including but not limited to: Program Manager, Project Manager, Project Coordinator, Chief Psychometrician, Software Project Manager, Lead Software Developer, Director of Test Development, and other personnel in Lead or Director level positions) without prior written notification to the State. Written notification must be submitted to the State 30 days prior to the reassignment.
- (4) The Contractor shall provide qualified replacements in the event that key personnel become unavailable to provide services due to resignation, illness or other factors beyond the Contractor's control. The Contractor shall provide the State with written notice immediately upon determination of the need for replacement personnel. The Contractor shall provide the State with written notification and the resume or vitae of all personnel proposed for the project team. Written notification must be submitted to the State 30 days prior to the replacement. The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of this contract. The State will document in writing the reason(s) for any rejection of personnel.
- b. Administrative Tasks – The Contractor shall provide administrative tasks including, but not limited to, printing and distribution, scoring, and reporting for annual assessments, including test item and test form development.
- c. Continuity of Contracts – The Contractor shall:
 - (1) Participate in joint meetings with other State appointed contractors, the Technical Advisory Committee (TAC), and EA Testing Coordinators as needed.
 - (2) Cooperate fully with the State in providing a transition between the Contractor and the existing contractors to avoid any disruption of services, requirements or deliverables to students, teachers, schools, EAs or the State.
 - (3) Cooperate fully with the State and any future contractor designated by the State to transition to a potential new contract for the TCAP Assessments.
 - (4) Work with any State appointed contractor in the handling of all student data to support TVAAS and all reporting or other activities as requested by the State.
 - (5) Work with any State appointed contractor in the development of web-based applications to ensure a smooth transition within existing services.

- (6) The State has currently contracted for the development of an online platform, EdTools, to manage all logistical aspects of assessments including communications, calendars, materials management, student demographic data verification, reports of irregularity, and teacher-student connection (for TVAAS). The Contractor shall work with the State and any vendor with whom the State contracts for these services, in the continued development and maintenance of web-based applications to ensure a smooth transition within existing services.
 - (7) Provide test development services and deliver to the State camera-ready copies of all tests (in .pdf format), answer documents (in .pdf), and ancillary materials necessary for test administration (including, but not limited to: test administrator's manuals, scoring guides, interpretation guides, and training materials) no less than 45 days prior to the end of the Contract.
- d. Management Meetings – The Contractor shall:
- (1) Provide for a minimum of one weekly management meeting between the Contractor and State staff. These management meetings shall include review of the key dates and provide an opportunity to discuss task implementation and status. Meetings shall primarily be conducted via conference call. Webinars and/or onsite meetings may be necessary for in-depth discussion, all meeting expenses related to management meetings will be the Contractor's responsibility.
 - (2) Produce quarterly and annual progress reports with relevant tasks and activities from the schedule and progress noted for each. Progress reports shall include a report of activities completed during the prior quarter (or year, for the annual report). The reports shall provide a list of significant operational problems needing corrective action and shall address the following elements for each problem:
 - i. Identify the problem,
 - ii. Assign responsibility for taking corrective action,
 - iii. Evaluate the importance of the problem,
 - iv. Investigate possible causes of the problem,
 - v. Analyze the problem,
 - vi. Recommend actions to prevent recurrence of this or similar problems,
 - vii. Implement new process controls as necessary,
 - viii. Determine what to do with the failed items, and
 - ix. Record permanent changes in process documentation.
 - (3) Each quarterly progress report shall also contain:
 - i. Section that summarizes questions or complaints received by the call center,
 - ii. Section that addresses issues or problems raised by the State,
 - iii. Section that addresses ongoing problems,
 - iv. Section that details the invoices submitted and paid, and
 - v. Executive summary that provides an informative and substantive description of the major problems and recommendations.
- Unanticipated issues or problems shall be reported and addressed as they occur. All progress reports shall be submitted in Microsoft Word via email.
- e. Records and Minutes – The Contractor shall take minutes and record lists of participants, including institutional affiliation and contact information, for all meetings including, but not limited to, item reviews, standard settings, management meetings, and technical advisory

groups. All minutes, records and lists of participants shall be provided by the Contractor to the State for review within two working days after each meeting. All records and minutes should be provided in an agreed upon style and format in Microsoft Word via email or other electronic media. The Contractor shall review contact information for each meeting and update contact information if changed.

- f. Technical Support Services – For each online application, the Contractor shall:
- (1) Operate a dedicated call center for the TCAP Assessments. The call center shall provide a toll-free phone line and receive calls and e-mails on all working days from 6:00 a.m. to 4:30 p.m., Central Time. The call center shall respond to all calls and e-mails within one working day of receipt using the same delivery method. The call center should consider the availability of an online internet “chat” system for support.
 - (2) Log, document, and summarize comments, complaints, and questions from schools or EAs regarding services and products provided by the Contractor. Provide a contact support ticket system that tracks issue types, status, and resolution for telephone, internet “chat” and email support. Accept support tickets generated from the State’s existing EdTools platform.
 - (3) Develop scripts and referral guides for technical support personnel. Separate guides shall be created for each data application as defined in section A.12 and for the online reporting system defined in sections A.15.f-g. All guides shall be submitted to the State for review.
 - (4) During testing additional support shall be provided to handle test administration calls as necessary. Trained technical support staff shall be immediately available for any issues that cannot be resolved by call center staff.

A.8. Development Activities

- a. Test development activities shall be the responsibility of the Contractor and shall be completed in collaboration with the State. All components of the assessments provided through this Contract shall maintain compliance with State Board of Education policies, state and federal laws. The Contractor shall work with the State to build a comprehensive assessment system based on the Tennessee Academic Standards that includes tools and processes to support educators as they plan and provide appropriate instruction for all Tennessee students including English Learners and students with significant cognitive disabilities. The comprehensive system will coherently address curriculum, instruction and assessment needs by producing technically defensible item samplers, practice items and summative assessments; and, incorporating evidence-based instruction and curriculum models.
- b. Previously developed items, test forms and associated materials shall remain the property of the Contractor. Items, test forms, ancillary materials and other associated materials prepared under this Contract that are created specifically for the State, and previously developed items that have been revised for the State, will become the property of the State. This includes completed work as well as unedited items, rejected items, items under revision, test forms, all psychometric characteristics, including item parameters, all data generated and any other materials which may be prepared under this Contract. The State may choose to work with the Contractor in item and test form development that remains the property of the Contractor and to which the State is given all licensing rights throughout the life of this Contract. All items and test forms provided through or developed under this Contract shall be aligned with Tennessee Academic Standards. Changes in the design made during the Contract period will be made in collaboration with the State. The Contractor shall collaborate with the State in the development of all assessment materials, scoring procedures and methodologies, and quality-control procedures as defined in this Contract.
- c. Test Specifications - The Contractor shall provide Test Specifications for each operational and field test form containing the following information in a Microsoft Word and/or Excel

document according to the delivery schedule in section A.5. Test specifications shall also be provided in .xml format. Test specifications shall be included in each assessment's annual Technical Report. As a component of the Test Specifications, the Contractor shall provide the Test Blueprint for public release. The Test Blueprint shall contain specifications (1), (2), (3), and (6) from the Test Specifications and summary n-counts for specifications (8) and (9) from the Item Specifications. Test Specifications:

- (1) Assessment name
 - (2) Content area
 - (3) Target grade
 - (4) Desired psychometric properties and measurement characteristics (A.9.)
 - (5) Proposed number of field test items
 - (6) Proposed number of operational items
 - (7) Proposed number of linking items
 - (8) Test Key information, including rubrics for CR items (A.14.c)
 - (9) Item arrangement (within the assessment)
 - (10) Item position comparison table indicating item placement as field test or linking item in previous form
 - (11) The amount of time required for testing
 - (12) All Item specifications (A.8.d)
- d. Item Specifications – The Contractor shall provide item specifications containing the following information in a Microsoft Word and/or Excel document. Item Specifications shall also be provided in .xml format. Item Specifications:
- (1) Item reference number
 - (2) Item type (SR, CR, Task)
 - (3) Specific item type: SR (single or multiple), CR (short answer, extended response etc.)
 - (4) Item development status (new, existing un-modified, modified, and significantly modified)
 - i. new items – items written by the Contractor and delivered to the State via item writing committee
 - ii. existing un-modified items – items written by the Contractor and located in the Contractor's item bank and reused without edits of any kind
 - iii. modified items – items written by the Contractor that have been changed slightly, examples include the removal of a distracter, minor word revisions, minor changes for linguistic simplification and style changes
 - iv. significantly modified items – items written by the Contractor that require comprehensive rewriting to include translations, replacement and/or revision of multiple distracters, replacement and/or revision of associated art, and extensive overall revisions
 - (5) Content area
 - (6) Target grade
 - (7) Test Key information, including rubrics for CR items (A.14.c) and Alt tasks, and point values if appropriate
 - (8) Reporting category

- (9) Tennessee Academic Standards alignment, includes depth of knowledge/taxonomy information
 - (10) Item difficulty (p-value)
 - (11) Psychometric measurement characteristics (A.9.)
 - (12) Field test administration, location and item placement
 - (13) Origination of item (author and date written)
 - (14) Item location (within the assessment and name of assessment)
 - (15) Test item, any related passage, graphic, or illustration and all copyright information
 - (16) Results of content, bias, accessibility and sight reviews.
- e. Test Construction – Test construction activities will be the responsibility of the Contractor in collaboration with the State. The Contractor shall provide documentation of the components of test construction including but not limited to those listed below:
- (1) Alignment - The Contractor shall utilize an alignment method approved by the State to provide alignment reports. The purpose of the report is to ensure that assessments provided are aligned to Tennessee Academic Standards as defined in A.4.aaa. The Contractor will complete additional alignment studies, as requested by the State, for future revisions to the curriculum standards that cause a significant change in the content being assessed. A significant change shall be defined as greater than 25% of the academic standards being revised. Such alignment studies shall be conducted using a State approved methodology. The initial report, and any subsequent reports for additional studies, shall provide documentation of the following:
 - i. How well test items reflect the concepts and skills embodied in the content standards.
 - ii. The degree of content coverage within the test and if it corresponds to the test design presented in the assessment blueprints.
 - iii. The level of cognitive demand or depth of knowledge within the assessment.
 - iv. The range of balance across the assessment.
 - v. Other measures as appropriate to the methodology used for alignment.
 - (2) Item Development –
 - i. The Contractor shall provide test items to assess student performance of the Tennessee Academic Standards.
 - ii. The Contractor shall ensure that the assessment in English Language Arts assesses the standards with attention to the following:
 - 1) Reading passages should primarily be authentic text.
 - 2) Reading comprehension questions will be text-dependent and require close analysis of passages that include non-fiction and literature appropriate for students in early grades. Some reading passages and questions will be read aloud to students.
 - 3) Tasks for non-fiction and literature items should focus on the central message, lesson, moral, main topics and important particulars of the text, rather than on peripheral concepts.
 - 4) Tasks should assess the depth and specific requirements delineated in the standards at each grade level.
 - 5) Foundational skills items should assess grade-level phonics, word analysis skills in decoding words, phonological awareness.

- 6) Items should assess fluency (e.g. appropriate accuracy, rate, expression).
 - 7) Vocabulary items should ask students to use context to determine meaning and focus on general academic (tier 2 – high frequency/multiple meaning) vocabulary.
 - 8) Language standards should be assessed authentically through actual student writing or exercises that reflect real world activities (i.e. editing a paper.) Language standards shall not be assessed only through selected response questions (e.g., constructed response)
 - 9) There shall be a variety of item types.
 - 10) The State is interested in developing assessment items for the writing and speaking & listening standards.
 - 11) CR items should assess the writing and foundational standards.
 - 12) The assessment will include multiple subtests.
- iii. The Contractor shall ensure that the assessment in mathematics assesses the standards with attention to the following:
- 1) The assessment shall reflect the focus of the standards. The vast majority of score points should focus on the most important content defined for early education.
 - 2) No items shall directly or indirectly assess students on topics prior to the introduction of that topic in the standards.
 - 3) Assessment items will reflect the expectations of rigor detailed in the standards. Conceptual understanding, procedural skills and fluency and application shall all be assessed. They should not be always assessed separately and they should not always be assessed together.
 - 4) Some questions should require students to model and make mathematical arguments.
 - 5) Student's fluency should be assessed, as detailed in the standards.
 - 6) There shall be a variety of item types.
 - 7) There will not be a calculator accessible to students during the assessment.
- iv. The State may conduct an annual review of standards. Minor changes to the academic standards shall be made and reported to the Contractor no later than three (3) months prior to item reviews. Any significant revisions, modifications, additions, or deletions to the academic standards shall be made and reported to the Contractor no later than six (6) months prior to anticipated item content and bias reviews.
- v. The Contractor shall select appropriate stimulus materials, abridge, adapt, and format passages as necessary, and obtain copyright permission for use of text and illustrations in this assessment program.
- vi. Stimulus materials for future item development submitted to the State for review shall be provided in an original, searchable format. Passages to be reviewed by the State shall be edited as necessary and formatted with illustrations as they would appear on the assessments if selected for development. Selection and preparation of these materials will be completed by dates provided in the Annual Work Plan, which shall be developed in collaboration with the State.
- vii. Using the specifications listed below, the Contractor will select authentic reading passages and other stimulus materials in each content area. The State shall

have the opportunity to participate in the development of the passage review process and include State representatives in the process. The Contractor shall submit as many reading passages and other stimulus materials as necessary for item development.

- 1) The material shall be predominantly authentic passages written for an audience as opposed to commissioned passages, written strictly for the purpose of the test. Passages shall be representative of high quality narrative and expository text, realistic content applications, and shall allow for the development of high quality items. Items should be developed consistent with the quantitative and qualitative text complexity expectations of students for each grade level and/or content area written in the Tennessee Academic Standards and detailed in Appendix A of the standards located at the web address in A.4.aaa. The Contractor shall use the following criteria in selecting reading passages and other stimulus materials:
 - a) Reading passages and items developed for English Language Arts will adhere to specifications as outlined in the Tennessee Academic Standards located at the web address in A.4.aaa.
 - b) Text shall reflect the ability to expand and use higher order thinking skills and to perform functions in real-world situations. Primary sources, practical applications, and other materials related to life, work, and school should be used.
 - c) The Contractor shall work with the State to select stimulus materials and write test items that ensure rigorous assessments.
 - d) Passages that include focus on religious themes, violence, or are culturally bound so as to disadvantage large segments of the population may not be used. The Contractor will execute a process that ensures educators view passages prior to selection for the assessment to ensure sensitivity.
 - e) Reading passages and other stimulus material shall be reviewed using at least one quantitative and one qualitative measure prior to selection to ensure complexity appropriate to the expectation of the Tennessee Academic Standards.
 - f) All passages shall be in English; any non-English words, technical terms or words used above grade level comprehension shall be defined in the passage, in a footnote with the passage, and/or in a glossary. Words critical to understanding the passage which are likely to be unknown to students may be defined or cued by contextual clues.
 - g) The Contractor shall write items in a way as to not cause any student, particularly English Learners, vision or hearing impaired students, and students with disabilities an unfair disadvantage.
 - h) The Contractor shall utilize principles of Universal Design in item development. The item development process shall pay attention to removing potential challenges to make the assessment clear and comprehensive for all students.
 - i) The Contractor shall provide reading passages and other stimulus material that are bias free in the areas of gender, religion, ethnicity, nationality, culture, age, visual or hearing impairments, physical differences, socioeconomic status, and rural/urban environments. Test items shall meet the standards of the American Educational Research Association (AERA) and the American Psychological Association (APA) for DIF.

2) Adapting Passages:

- a) Braille is not generally taught in early grades. Should the State need Braille editions of the tests provided in this Contract the guidelines for Braille tactile graphic materials include but are not limited to the following:
 - (i.) Graphics in mathematics tests must follow provisions of the Nemeth Code and Guidelines for Mathematical Diagrams, BANA (1983).
 - (ii.) Graphic material should be simplified without omitting needed information or creating an unfair advantage by supplying and/or alluding to the answer.
 - (iii.) Descriptions of graphics or illustrations should be presented concisely within the student's test booklet if information in the picture is vital to answering any test item. Such descriptions will appear as transcriber's notes throughout the test and must be included in the teacher's notes to Braille edition.
 - (iv.) An ink print copy of the Braille edition of the test is provided which corresponds to the Braille format and arrangement on the page and will include the description of items where appropriate.
 - (v.) Braille readers should only be required to accurately measure to the $\frac{1}{4}$ inch or one-centimeter. Graphics depicting measurements must maintain accurate and true proportions to match the answer choices.
 - (vi.) Keys or legends that supplement reading graphics should be located at the top left of the tactile graphic or on the left-hand facing page.
 - (vii.) Braille labeling on graphics will be presented horizontally. Labels should be placed outside the area of the graphic/figure.
 - (viii.) Charts and graphs should be maintained on one page, when possible, or on facing pages.
- b) Reading passages, graphics, illustrations, and all copyrighted stimulus materials that are adapted by the Contractor shall be provided to the State for review prior to use. Written permission of the copyright holder(s) is required before submission to the State.

3) Obtaining Copyright Permission:

- a) The Contractor shall obtain written copyright permission for all stimulus materials used in the execution of this Contract on behalf of the State.
- b) The Contractor shall obtain written copyright permission for field testing any copyrighted passages and if the passage/stimulus materials survive field testing, permission for use on the TCAP Assessments (a secure educational use) shall be obtained. Written permission shall be obtained for the passages/stimulus materials and any changes made in the passages, illustrations, and format. Copyright permission shall allow for the production of a limited number of enlarged print and Braille copies. A commitment from the copyright holders for granting copyright permission is necessary before an item is used on any form of the assessment materials.
- c) Written permission is required before field test items can be printed or posted. It is possible that further revisions may be necessary at other

points in the test development process, such as when field test data are analyzed. If revisions are required, the Contractor shall secure copyright permission for such revisions. Certain selected passages or stimulus materials to be used for public release shall presume a maximum of 250,000 impressions and 250,000 Internet hits per month.

- d) The Contractor is responsible for payment of all copyright fees. Copyrights shall be held, at a minimum, for the length of the Contract on all passages or stimulus materials. For passages and stimulus materials (including art) used in products developed during the final year of the Contract and those that are used for multi-years, i.e. practice tests, item samplers, Braille tests, etc. copyright shall be obtained to the end of the test year following the end of the Contract (June 30, 2021).
- e) The Contractor shall provide the State with a table of items with copyright holder approval, copyright extent dates, and copyright fees. The Contractor shall provide copies of all correspondence, copyright agreements and/or contracts and other related information to the State prior to the printing of material. Copyright fees are considered part of the cost of test items and/or test specifications. All copyright information shall be provided with the item in the item bank.

(3) Writing and Revising Test Items –

- i. The Contractor shall write new items each year. New items shall be field tested to replenish the item bank and maintain fresh items for future test administrations for all grade level and/or content areas for each assessment.
- ii. The Contractor shall work with the State to develop field-test administrations for new assessments according to timelines established in the Annual Work Plan and outlined in section A.5.
- iii. The Contractor shall provide details in the Annual Work Plan for future item development and field testing. The plan shall include the intent to draft a sufficient number of items of the appropriate types and content distribution to create an item bank with sufficient depth and coverage to produce equated, unique test forms plus linking items for field testing each year.
- iv. Field test items may be scattered throughout each version of the assessments (random placement not required) and/or placed at the end of a subtest for each grade level/content area. There may be between two and ten items per grade level/ content area per version with a maximum of 30 versions as needed to populate future test administrations during the spring administration.
- v. The Contractor shall submit for State review and approval an item development schedule in the Annual Work Plan. The schedule shall include the number of high-quality items to be reviewed and field tested on each assessment.
- vi. The Contractor shall provide test items written in accordance with item specifications drafted by the Contractor's content and assessment specialists. State educators and/or content specialists shall be included in item review and approval. Comprehensive training of item reviewers on Tennessee Academic Standards and rigor expectations shall be provided in collaboration with the State. Any passages, items or illustrations not meeting the approval of the review participants shall be revised and/or additional items developed until the required number of approved items has been met.
- vii. The Contractor shall format and make revisions electronically in passages/stimulus material, items, illustrations, and documents. Paste-ups are not acceptable as revised items. All materials needing revision shall be revised by the Contractor under timelines defined in section A.5 and the Annual Work

- Plan. Several revisions to items, illustrations, and instructions may be necessary. The State shall have an opportunity for review and final approval of any work involving revision or replacement.
- viii. The Contractor shall conduct item review meetings. A small meeting shall be defined as a group of 8-12 participants with State and Contractor personnel in one location regardless of the number of content areas or assessments. A large meeting shall be defined as a group of 13-20 participants with State and Contractor personnel in one location regardless of the number of content areas or assessments. For each meeting, the Contractor shall provide stimulus materials, draft items, and final formatted items (including graphics and/or illustrations). The Contractor shall provide supplemental materials as needed, including but not limited to: style guides, dictionaries, academic standards and reporting categories.
 - ix. The Contractor shall obtain written copyright permission for all stimulus materials, including passages, graphics, and illustrations presented for review. Graphics and/or illustrations shall be provided in draft format for items requiring art. Pencil replications, sketches, drawings, and comments (i.e. "include picture of canoe" or "map of Tennessee") shall not be acceptable.
 - x. The Contractor shall provide a proposed meeting agenda and all review materials in an electronic format (Microsoft Word, Microsoft Excel, .pdf) to the State at least five State working days prior to review meetings. During review meetings, the Contractor shall keep detailed notes of any edits, revisions, comments or concerns made during the meetings and shall share these notes with state representatives for sign off. The Contractor shall maintain the originals for use in test form development.
 - xi. The Contractor is required to ensure the security of all meeting materials. Participants shall be required to sign confidentiality agreements.
 - xii. The State shall provide employees, educators, administrators or other civic stakeholders from across the state to participate in item reviews. The Contractor shall provide a demographic survey for completion by each participant; the survey shall include but not be limited to: gender, ethnicity, region, locale (i.e. urban/rural), title, years of service, and content area specialty/(ies). The Contractor shall provide a summative report of participant demographic information to the State at the conclusion of the meeting. The participants will be identified according to timelines established mutually by the Contractor and the State to facilitate meeting planning.
 - xiii. The Contractor shall make arrangements for review meetings to take place for the completion of annual item development requirements. The Contractor in collaboration with the State shall determine the format of item review meetings. Item reviews may be conducted in person, virtually through a webinar or via a secure online portal that provides reviewers the opportunity to accept, reject, or provide feedback for each item. These meetings will be at the Contractor's expense. The meetings shall be secure and the Contractor shall pay expenses of all attendees. These expenses shall include but not be limited to: mileage, transportation, lodging, meals required during travel and overnight stays, and parking, which shall all be based on federal reimbursement guidelines. The Contractor shall provide and pay for the facility, including room rental, breaks, and meals, and any necessary equipment and materials. The Contractor shall be responsible for professional fees, consultant and teacher honorariums or substitute pay on a daily basis.
 - xiv. Content, bias and accessibility reviews shall be provided for passages/stimulus materials for English language arts as requested by the State. Reviews for item

content, bias and accessibility shall be provided for all content areas for all assessments. Representatives from the State of Tennessee shall have the opportunity to participate in all reviews.

- xv. During the Content Review process, items, passages and graphics/illustrations shall be reviewed for their appropriateness, matched with the academic standards, level of difficulty, and form. Illustrations shall also be reviewed for clarity and match to the suggested passage. The Contractor shall present an adequate number of passages and items to maintain the item bank for future form development. At the end of review meetings, some items and/or passages may need more work or additional items/passages may still need to be written and/or acquired. Illustrations may need revision or replacement. This work is undertaken by the Contractor under timelines developed in the Annual Work Plan.
- xvi. During the Bias Review, items, passages and graphics/illustrations shall be reviewed for bias. The Contractor shall present an adequate number of passages to provide enough items and passages to maintain the item bank for future form development. At the end of these meetings, some items and/or passages may need more work or additional items/passages may still need to be written and/or acquired. Illustrations may need revision or replacement. This work is undertaken by the Contractor under timelines developed in the Annual Work Plan.
- xvii. During the Accessibility Review, items, passages and graphics/illustrations shall be reviewed for use with accessibility features available to students in traditional classrooms, including read-aloud and use of manipulatives. The Contractor shall present an adequate number of passages to provide enough items and passages to maintain the item bank for future form development. At the end of these meetings, some items and/or passages may need more work or additional items/passages may still need to be written and/or acquired. Illustrations may need revision or replacement. This work is undertaken by the Contractor under timelines developed in the Annual Work Plan.
- xviii. A Sight Review Committee shall have time and opportunity to review test forms for the ability to adapt for Large Print or translate into Braille. For the purpose of sight review, two types of meetings are herein described; these meetings should be conducted in a mutually agreed upon location prior to the completion of a Braille form of the assessments. Meeting sizes are defined in A.8.e.(3).viii. The State may provide attendees for the sight reviews, a minimum of three participants shall be expected for each content area. At least one certified Braille reader shall be included for Braille reviews. Meetings shall take a maximum of three days for review of Braille materials. In general, new Braille materials are developed bi-annually. The State shall work with the Contractor to determine the number of Braille versions of the test that may be created for each assessment during this Contract. Copyrights for passages and other stimulus used in the Braille versions shall be the responsibility of the Contractor and shall adhere to guidelines established in A.8.e.(2).vii.3). The Contractor shall provide test forms and other materials for review at these meetings. The Contractor shall provide a representative to oversee the sight review and is responsible for all expenses related to these meetings as defined in section A.8.e.(3).xiii.
 - 1) There shall be a process to review, critique, and revise items from proposed items or test forms. Items will be examined for ease of translation into Braille and recommendations will be given for Braille and audio tape transcription. Items shall be supplied in First Pages format as defined in section A.8.e.(4).vii.1). A minimum of two forms shall be provided for item

selection. A minimum of 15 ink print versions will be made available.

- 2) There shall be a Braille Review. The Braille version, teacher's transcription notes, and audio tape script will be reviewed for correctness of transcription. A minimum of 10 Braille copies with corresponding ink print versions of test forms, and 10 ink print copies of notes and scripts will be made available.
- xix. The Contractor shall be responsible for all expenses related to additional content and/or bias review meetings that result from an insufficient number of passages, items, and/or graphics/illustrations prepared for initial review and/or insufficient training of item reviewers.
 - xx. The Contractor shall develop practice items for each grade and content area. Practice items should ideally go through the full item review process including field testing. Practice items shall mirror the operational items in style and layout. Practice items shall include the full range of Tennessee Academic Standards for grade 2. Practice items shall be updated annually during the Contract. Provision of the Practice items shall disclose sample test format and content to the public. Practice items shall not be used in operational test forms. Practice items reflecting the design of the 2016-2017 operational assessment shall be available for all subjects and grades in timelines determined in the initial planning meeting with the State. The provision of practice items in .pdf, print and online shall be the responsibility of the Contractor.
 - xxi. The Contractor shall collaborate with the State to develop design patterns and task templates for the Alternative Assessment. A minimum of four sample items, one at each of four levels of complexity per grade and/or content area shall be developed.
 - 1) A Design Pattern (DP) is a narrative description of the assessment argument structure that helps to guide task development. They are reusable and improve efficiency of task development and can improve content validity. They detail the KSA a student should demonstrate and the types of observations that should produce the target behavior. They also define variable features that support the integration of Universal Design into the assessment task.
 - 2) A Task Template (TT) is developed for a single focal KSA. It operationalizes the constructs to be measured, details the types of scoring to be used (including task-specific rubrics), and establishes the logic and presentation of the tasks. Each TT contains a set of four items that vary systematically in complexity-from focal KSA to the essential understanding of the content standard.
 - 3) The Contractor shall build an initial item bank populated with four (4) items at each of four (4) levels for ten (10) tasks, across the assessed grade levels and content areas.
- (4) Test Form Development –
- i. The Contractor shall prepare formatted test forms for each grade level and content area for each assessment. Separate forms may be provided for any future testing. Forms shall include linking items and field test items. Form layout and page design shall be completed in collaboration with the State. At least one version of each form shall be modified in large print for visually impaired students.
 - 1) The identification and design for use of the linking items for equating purposes shall be finalized with the Contractor in the spring each year for the following test year.

- 2) Test items directly related to reading passages or stimulus shall be on the same or facing pages whenever possible. Passage excerpts shall be included with related test items when the items are placed more than one page from the passage.
 - 3) During forms development, single page passages shall be placed on left sided pages with items on opposite and subsequent pages. Two page passages shall begin on right sided pages.
 - 4) Blank or filler pages shall not be used in printed test books.
 - 5) Braille versions shall consist of enough items common to the regular assessment necessary for equating purposes.
 - 6) Test design for all forms and versions shall be created in collaboration with the State prior to test form layout.
- ii. The Contractor shall provide Quality Control as follows:
 - 1) A comprehensive set of quality control procedures shall be included with the Annual Work Plan. The procedures shall include, but not be limited to: test development, field testing, materials printing and packaging, administration, scoring, and score reporting.
 - 2) Scoring analysis or other mechanisms that are incorporated for detection of cheating.
 - 3) Redundant (linking) items in any test form are not used on more than four operational forms and are spaced out in administration time so that they are not reused for at least four years. (Field test items are not considered part of the operational form).
 - iii. The Contractor shall work with the State to develop a Learning Progressions Framework (LPF) using Tennessee Academic Standards to present a broad description of the essential content and general sequencing for student learning and skill development in a pathway that typical peers may take grade by grade. Using ECD the Contractor shall assist with the development of Core Content Connectors (CCC) to identify prioritized academic content to assist teachers in framing the instruction of students with the most significant cognitive disabilities. The CCC's shall be used to sequence learning outlined in the LPF while identifying the basic parts of the progress indicators into teachable and assessable segments of content.
 - iv. The Contractor shall prepare and produce final, formatted support documents including but not limited to Teacher Directions, Administration Manuals, a Parent/Teacher Brochure and miscellaneous ancillary testing materials as described in section A.10. Separate support documents and ancillary testing materials shall be provided for each assessment as needed. Separate support documents and ancillary materials shall also be provided for Operational Test administrations or any stand-alone field test administrations for each content area for each assessment.
 - v. Audio versions of each Braille form shall be provided on CD and packaged separately in jewel cases. Braille and Large Print versions shall be packaged separately. Ink print and audio tape versions of the test form, Braille teacher's notes, and test instructions shall be supplied on a 1:1 ratio for Braille.
 - vi. The Contractor shall provide test items, test forms and all related support documents (including manuals, guides, reports, etc.) in electronic formats for State use. Formats for support documents shall be appropriate for revision and development of presentation slides, publications, and Internet web site use (including but not limited to: HTML, Publisher, PowerPoint, PDF, MS Word

and/or Illustrator files).

- vii. The Contractor is responsible for production stages of all materials and products developed for each assessment. The State shall be given the opportunity to review and approve all products provided or developed through this Contract. All items for review shall be delivered to the State via the Contractor's SFTP site. Hard copies, including but not limited to: Large Print, Braille, First Pages, Second Pages, Final Pages, Printer's proof and Printed Samples shall be delivered via overnight carrier. Receipt of hard copies by the State shall initiate the review window. All test items and test forms may be reviewed by State personnel. Items and item forms for each assessment will also be reviewed by the appropriate State personnel for the assessment, e.g. Special Education, Curriculum, and Federal Programs (EL). Timelines for these reviews and each stage of production shall be included in the Annual Work Plan for each assessment. The State reserves the right to make changes in materials at any stage of the project prior to final printing. The Contractor shall create a tracking log using Microsoft Excel or other approved software to provide clear lines of communication between the different State departments and Contractor staff. The log shall include the item summary as defined in section A.8.e.(4)vii.1). The tracking log shall be maintained on a unique and SFTP site established specifically for item review and accessible by Contractor staff as well as multiple State departments. Possible production stages at which the State may be involved for all printed products are defined as follows:

- 1) First pages: Items may be provided for review by content specialists via secure web portal, electronically or in hard copy in Microsoft Word or .pdf. First pages provides each item individually and includes the item stem, all responses, all art/graphics, the correct response, alignment with State Academic Standards to include the standard and reporting category, and all item statistics to include p-value for items that have been field tested. An item summary of items for review shall be supplied to the State in an Excel spreadsheet and shall include but not be limited to:
 - a) Item reference number,
 - b) Reporting category,
 - c) Depth of knowledge/taxonomy info
 - d) Correct response,
 - e) Content area,
 - f) Target grade,
 - g) Item difficulty (p-value and other psychometric characteristics) (for items that have been field tested),
 - h) Origination of item (author, contractor, date written),
 - i) Item placement in previous forms, and
 - j) Copyright information.

During this review stage, the State shall have the right to request revisions to items that have not been field tested and/or replacement of items, such changes shall be made unless obstructed by copyright. The State shall be notified of any changes that would result in invalidation of item statistics; the State reserves the right to make such changes and send an item back for field testing.

- 2) Second Pages: Provided in hard copy and electronically in Microsoft Word or .pdf, second pages provide the test form in draft layout. The State shall

be given an opportunity to review second pages to ensure items are included as approved at first pages and make corrections to item layout, placement and typographical errors. Second pages must include art/illustrations/graphics. The State reserves the right to make changes to field test items, art/illustrations/ graphics and test form layout at this stage. Each version of the form shall be submitted for review of field test items and their layout. Large Print versions shall be provided in hard copy for review of scaling. Modified versions shall not be submitted until the regular assessment has been reviewed and approved.

- 3) Final Pages: Provided in hard copy and electronically in Microsoft Word or .pdf, final pages provide the test form in final layout. All edits and corrections should be complete. The State shall review final pages to ensure all corrections and edits have been made as requested. Ancillary materials provided via websites shall be considered final and ready for posting after approval at this stage. The State reserves the right to make changes at this stage of production; such changes shall be kept to a minimum and shall be made with student success in mind.
 - 4) Digital (Printer's Proof/blue lines): Provided in hard copy and/ electronically in Microsoft Word or PDF, the digital pages provide products in final print format. The Contractor and printer will make final corrections and submit additional print proofs to the State as required.
 - 5) Printed Sample: Provided in hard copy, printed samples will be delivered to the State after the product has been printed but before the products are shipped to EAs. Printed products will be shipped after receiving final State approval in writing via email or electronic transmission.
 - 6) Braille review consists of the following stages:
 - a) First pages – ink print items presented at the sight review committee as defined in section A.8.e.(3).xviii.1).
 - b) Second pages – Braille copies presented at the sight review committee as defined in section A.8.e.(3).xviii.2).
 - c) Digital – Braille copies provided to the State for review to ensure that all changes are made as requested. The Contractor and Braille vendor will make any corrections as required.
 - d) Braille sample.
- viii. The Contractor shall conduct all test administrations according to, but not limited to, the following guidelines:
- 1) Produce a number correct score and provide raw score to scale score conversion tables for all assessments.
 - 2) Produce scoring for constructed response items based on approved scoring rubrics (A.14.e) that may be scored holistically or trait based as agreed upon by the Contractor and the State.
 - 3) Produce a scale score for TVAAS use for all grade level/content areas for all assessments.
 - 4) Measure each academic standard with sufficient items to provide reliable results for the reporting categories.
 - 5) Produce indicators of Performance Standards as defined in A.4.jj by reporting category for all content areas for all assessments.
 - 6) Produce an n-count and percentage of students performing within each

Performance Standards as defined in A.4.jj for each school and EA for all grade level/content areas for all assessments.

- 7) Produce an n-count and percentage of students absent from test administration.
 - 8) Produce an n-count and percentage of students tested and their performance level for each subgroup as defined by the State.
- ix. The Contractor shall provide tests that meet the following criteria:
- 1) Test Difficulty and Design
 - a) The difficulty level of the test, and the passing standard set shall represent expectations of all students eligible for testing.
 - b) The proficient score for each TCAP Assessment shall be the same for all students regardless of disability or language proficiency.
 - c) Proficient scores are targeted to a score range which offers the expectation of proficient performance, and allow for descriptive analysis of performance in terms of content.
 - d) The test difficulty shall reflect the expected rigor to ensure student success in elementary school.
 - 2) Test Length
 - a) Tests are standardized.
 - b) Each assessment shall be divided into subtests as needed to ensure coverage of academic standards, allow enough items for field testing and remain within age appropriate time limits.
 - c) Subtests containing constructed response items (including mathematics) shall be timed in a way that is sensitive to the need for student breaks and limit of student's ability to focus. The Contractor will develop a plan to make informed decisions about test length based on research.
 - d) Students should be able to finish the test in the time allotted. The Contractor shall provide documentation of validity and age appropriateness of test time limits for each grade level/content area per assessment.
 - e) Correct answer distribution shall not exceed 20%-25% per each alpha response for selected response items.
 - 3) Needs of Special Populations (Special Education, LEP, Section 504 and visually or hearing impaired students)
 - a) Tests, including operational items, field test items, and test bank items are developed and administered in a manner that represents Universal Design principles and which maximizes participation of students with disabilities and allows for accommodations to the extent reasonable, in accordance with the Individuals with Disabilities Education Act, 20 U.S.C §1400 et seq. (IDEA) and State requirements and guidelines. This includes the provision of Audio, Large Print, and Braille test versions, and all ancillary materials, including Practice Tests and reference sheets. Ink Print versions of the Braille test version will be provided in equal numbers to the Braille version, for test administration needs. One version of each test form and all ancillary materials will be scaled for Large Print for each assessment administration. A Braille version with audio tape of each grade level/content area and all

ancillary materials shall be developed during this Contract as requested by the State.

- b) The Contractor must ensure that an appropriate Braille transcription service is used. Such service must specify the use of Braillists who are certified in Nemeth Code translations for mathematics transcriptions and literary Braillists who are certified by the National Library Service in literary Braille for English language arts translations. The State prefers the use of the American Printing House for Braille transcription and will have final approval of the Braille transcription service to be used.
 - c) The Contractor will provide contact between the Braille transcription service and the sight review committee to ensure that State guidelines are met.
 - d) Transcriber's notes must be included in the Braille, Audio and ink print versions of the Assessments. The number of transcriber's notes should be kept to a minimum.
 - e) Current guidelines for special accommodations used are determined appropriate by the IEP team, documented in the student IEP or Section 504 Plan, and consistently used in the classroom. Accommodations that may be allowed and documented on the student demographic document may include but are not limited to: extended time, read aloud/sign internal test instructions/items, cue, multiplication chart, assistive technology, use of auditory recorder, and other unique accommodations as needed/requested.
 - f) Current Accommodations and Accessibility Features are on the State website at <http://tn.gov/education/article/tnready-accessibility>.
 - g) The Contractor shall provide a proposal, for State review and approval, based upon psychometric standards (A.9) and State guidelines, as to whether particular test administration modifications required/requested for students with IEP or Section 504 plans would alter the validity, reliability, and equity of the standards being measured.
- 4) Fairness
- a) The Contractor shall provide documentation in the Technical Report to verify that item development, test form construction, program implementation, assessment administration, and report information are monitored to ensure that no impediments are created which systematically limit opportunities for success by members of various student populations including: gender, race, ethnicity, nationality, culture, age, physical, visual, or hearing impairments, socioeconomic status, or rural/urban environments, as well as special populations including but not limited to: Special Education, LEP, and Section 504.
 - b) Assessment materials should reflect diversity in demographics. Items and/or passages (reading passages, other textual material, names, and visual material) containing references to people, should depict equal gender balance and a minimum of 15% should portray minority groups.

A.9. Psychometric Activities

- a. The Contractor shall collaborate with the State to conduct and provide results of annual equating studies to ensure the continuity of psychometric weight and rigor in new test form development. Data related to scale/item parameter drift studies shall be included as required

by the State. Additionally, more in-depth information and changes related to equating or scaling of the assessments may be required for significant changes to State curriculum, (A.8.e.(1)). Forms for the TCAP Assessments shall be equated annually for future development. Modified format assessments including but not limited to the large print, and Braille shall be equated to the TCAP assessments. The Contractor shall provide detailed reporting information for the equating procedures/studies (year to year and form to form) in the Technical Report. (Test Equating, Scaling and Linking Methods and Practices, 3 Rev Ed., Michael J. Kolen & Robert L. Brennan, 2014).

- b. The Contractor shall collaborate with the State to conduct and provide results of annual alignment studies to ensure the continuity of curriculum alignment in new test form development. More in-depth studies may be required when significant changes are made to State curriculum, (A.8.e.(1)). The Contractor shall provide these additional studies as requested by the State. The Contractor shall provide detailed reporting information for the alignment studies in the Technical Report.
- c. The Contractor shall collaborate with the State to conduct and provide results of annual alignment studies to finalize content specifications, test design and blueprints for each assessment per schedule in section A.5 with review after each administration for possible revisions. Materials are to be reviewed and approved in collaboration with the State at each step of development; timelines and procedures for these reviews will be established in the Annual Work Plan.
- d. The Contractor shall collaborate with the State to conduct and provide results of annual alignment studies to develop and implement an equating design that may include a linking item test design, which provides equated forms of each TCAP Assessment for each content area, including paper, Braille and Large Print versions.
- e. The Contractor shall use IRT for the calibration, scaling and equating of the Assessments. The scale shall be continuous across all levels of student attainment to enable the measurement of both high and low performance levels.
- f. The Contractor should apply both Classical Test Theory and IRT models in scaling the assessments. The State has used the guidelines below when using the Classical Test Theory model. The Contractor shall include these guidelines or the rationale for using other values in the test specifications for each administration.
 - (1) 15% - 25% of test items with a P-Value (item difficulty) between .10 - .30
 - (2) 20% - 30% of test items with a P-Value between .31 - .50
 - (3) 20% - 30% of test items with a P-Value between .51 - .70
 - (4) 10% - 20% of test items with a P-Value between .71 - .90
 - (5) Each assessment should have a minimum Cronbach's coefficient Alpha \geq .85
- g. The Contractor shall conduct internal item bias, reliability, validity, and other technical studies as necessary to support the TCAP Assessments and provide study results to the State.
- h. The Contractor shall utilize Samejima's Graded Response Model (GRM) for the calibration of the constructed response items. The generalized partial credit model (GPCM) may be used as an alternative.
- i. The Contractor will provide reliability assurances (i.e. test-retest correlation or Cronbach's Alpha), documentation on the content validity of the tests, and construct validity (with confirmatory factor analysis), and validity of accommodations of the TCAP Assessments.
- j. The Contractor shall conduct studies examining criterion-related validity in relation to other test instruments (e.g., TCAP Achievement tests) and provide study results to the State in the annual Technical Report.
- k. Modified versions of the TCAP Assessments including but not limited to large print and Braille

shall contain enough of the same or similar items as the ink print versions to be scaled and equated to the regular assessment. Test design for modified versions shall adhere to standards for operational assessments as defined in A.8.e.(4)ix.3).

- l. The Contractor shall utilize a statistically sound methodology to establish a baseline scale for use in equating subsequent forms. A common form (or linking item) equating design or other psychometrically sound method as approved by the State shall be used. The equating of test form difficulty will utilize reporting categories. The test forms shall be developed using pre-equating to the established test scale scores and confirmed through post-equating analysis unless otherwise proposed by the Contractor in collaboration with the State. All test forms must be developed to maintain equated performance levels within each grade level and content area and statistical evidence of the equality shall be approved in collaboration with the State and provided in the annual Technical Report.
- m. The Contractor shall provide evidence of statistically sound methodology utilized to maintain equivalency of performance standards across all forms for each grade level and/or content area of each assessment. Evidence should include scale/item parameter drift analysis. This method will produce statistically and psychometrically sound results and will be reported to and approved in collaboration with the State.
- n. The Contractor shall use IRT and Classical Test Theory (CTT) including Generalizability Theory (GT) analyses of CR items to ensure parallel and equivalent item stimuli, validity, and inter-rater reliability in new development. The Contractor shall provide detailed reporting information with statistical and psychometric evidence of the procedures in the Technical Report.
- o. The Contractor shall use IRTPRO 3 for item calibration and test scoring in order to allow the State or its designee the opportunity to perform independent quality assurance.
- p. The Contractor shall conduct inter-rater reliability, validity, and other technical studies as necessary for all administrations to support the TCAP Assessments and provide study results to the State.
- q. The Contractor will provide validity and inter-rater reliability assurances (i.e. Kappa and Generalizability Theory) documentation for all administrations on the validity of accommodations used with the TCAP Assessments.
- r. The Contractor shall provide a plan for conducting Standard Settings for the TCAP assessments as needed. Standards Settings should include but not be limited to the following:
 - (1) A panel of educators, who are knowledgeable in the grade level/content areas, familiar with Tennessee Academic Standards, and are drawn from various stakeholder groups (including representatives for special education, EL, visually and hearing impaired populations, and other civic stakeholders), shall be recruited in collaboration with the State to review the performance levels on all TCAP Assessments.
 - (2) The Contractor shall be responsible for training the selected panelists in standard setting procedures and shall oversee the standard setting process.
 - (3) Using an empirical standard setting process the panelists shall review, reset and/or establish passing scores using items representing two or more forms of the assessments.
 - (4) A TAC shall be assembled to observe the workshop and analyze the results of the standard setting procedure. The committee shall be approved in collaboration with the State and should include at least one nationally recognized standard setting professional.
 - (5) The Contractor shall cover expenses for the standard setting and TAC review, including attendees' expenses as described in section A.8.e.(3)xiii.
- s. The Contractor shall conduct research review meetings in a mutually agreed upon location for the TCAP assessments.
 - (1) A TAC may be assembled to observe planning meetings, item reviews, review curriculum

- and performance standards, observe anchor setting and/or range-finding meetings, review scoring rubrics and/or anchor papers, analyze the results of review meetings, provide consultation on decisions related to assessment design or administration policies, test design, curriculum changes, and other decisions which may impact the validity or reliability of the assessments. The TAC shall meet no more than four (4) times annually. The committee shall be selected in collaboration with the State and will include a minimum of one and not more than ten nationally recognized psychometric, security, special education, early learning and/or assessment design professionals.
- (2) The Contractor shall cover expenses for the TAC review, including attendees' expenses and honorariums as described in section A.8.e.(3)xiii.
 - (3) The Contractor shall collaborate with the State to develop and implement a plan to conduct item tryouts and cognitive labs for the TCAP/Alt. The item tryouts and labs will use a relatively small but representative number of items and respondents in order to gauge the extent to which the items are eliciting the target KSAs and are otherwise functioning as intended. Information from these research activities will inform revisions to items and test design plans for the TCAP/Alt.
- t. All test items and forms shall be developed to maintain equated performance levels within each content area for each assessment administration and statistical evidence of the equality shall be approved by and provided to the State annually.
 - u. Additional research studies may be required to address special issues such as adverse impact, and/or performance of demographic subgroups including appropriate contrasting group studies, as requested by the State
 - v. The Contractor shall collaborate with the State to provide assessments which meet the following psychometric measurement characteristics:
 - (1) Each test item and form shall be demonstrably related to the skills and competencies in the Tennessee Academic Standards required for the determination of established performance levels for State accountability.
 - (2) Overall reliability for each assessment shall be .85 (Cronbach's Alpha or KR20) or higher given the proposed uses of the test.
 - (3) Overall validity for each assessment shall address content, one factor/construct, consequential impact, and accommodations; the Contractor shall provide evidence of validity in each of these areas.
 - (4) The Contractor shall incorporate DIF analyses in test development and eliminate items with DIF that is statistically significant based upon the Contractor's calculations. The Contractor shall examine DIF for subgroups including but not limited to gender, race/ethnicity and socio-economic status.
 - (5) Assessments shall have a high degree of precision (conditional standard error of measurement) around the Proficient Cut-score.
 - (6) The assessments shall have the capability of producing linear scales continuous across all levels of student attainment.
 - w. The Contractor shall develop and publish a Preliminary Technical Report as defined in A.9.x for State review. Upon receipt of State approval the Contractor shall provide a Final Technical Report for each assessment. Technical Reports shall be provided in hard copy, on a permanent storage device, and uploaded to a SFTP site.
 - x. The Contractor shall provide a State Technical Report for each assessment for State review and approval. The Contractor is responsible for making corrections to the Technical Report after review by the State. The Technical Report shall include, but not be limited to, documentation of procedures, analyses, and results related to:
 - (1) Test blue print, specifications and item specifications as defined in sections A.8.c and

- A.8.d.
- (2) Raw score to scale score and uniform grading system conversion tables.
 - (3) Item Analysis Results (Psychometric item parameters) to include:
 - i. Classical item statistics, including mean standard deviation, item difficulty (p-value and logit of p-value), item discrimination (point biserial correlation), and frequency distribution of options of each item,
 - ii. IRT statistics, including relevant item information such as discrimination, location, guessing, standard error of measurement, item information, and item fit statistics (A.9.f),
 - iii. Item omission rate,
 - iv. DIF analyses using Mentel-Haenszel, logistic regression, multiple indicators multiple causes (MIMIC) or IRT based procedures for interested subgroups including but not limited to gender and ethnicity and proficiency level.
 - (4) Content and equity reviews.
 - (5) Item and test-form development.
 - (6) CR item development including but not limited to:
 - i. Statistical and psychometric evidence of procedures used to ensure parallel and equivalent items (evidence should contain IRT information including but not limited to b and a parameters from graded response model)
 - ii. Statistical and psychometric evidence of procedures used to ensure parallel and equivalent forms containing CR items,
 - iii. Inter-rater reliability and validity assurances,
 - iv. Validity of accommodations, and
 - v. Sampling procedures for selecting students for item development/pilot administrations.
 - (7) Evidence of validity and reliability to include documentation on the content validity of the assessments and construct validity (with confirmatory factor analysis) of the assessments, consequential validity, validity of accommodations, and accuracy of classification for performance level.
 - (8) Performance Level setting.
 - (9) Sampling procedures for selecting anchor papers, as needed.
 - (10) Scaling items and forms and equating forms to include year-to-year equating procedures.
 - (11) Stability of scale scores.
 - (12) Cut-score Standard Setting and decision consistency indicators.
 - (13) Total number of examinees responding.
 - (14) Total number of examinees responding by subgroup and proficiency level (include all subgroups identified in section A.10.f.(2)iv.
 - (15) Number and proportion of examinees selecting each response option by subgroup and proficiency level.
 - (16) Number and proportion of examinees answering each item correctly by subgroup and proficiency level.
 - (17) Familiarity and interest level of each test item or form utilizing a questionnaire

developed in collaboration with the State.

- (18) Data forensics information to include erasure analysis of paper forms and indicators of possible cheating, including but not limited to verbatim responses for extended response items.
- (19) Standards alignment information providing evidence of alignment with Tennessee's Academic Standards for each grade level/content area per assessment. The Contractor shall complete alignment studies to demonstrate such alignment between the TCAP Assessments and Tennessee's Academic Standards. The Contractor shall include depth of knowledge/taxonomy information with standards alignment.
- (20) The TCAP Assessments shall provide a valid and reliable measure of student's academic ability on a common scale over the applicable grade levels and content areas.
- (21) The Contractor shall provide detailed technical information on the process and results of horizontal and/or vertical scaling across grade levels and/or content areas for each assessment as requested by the State.
- (22) The Contractor shall demonstrate the validity and reliability of all parts of the assessments and test measures and shall provide detailed information to this effect. The assessments shall meet the criteria for test development, administration, and use described in the Standards for Educational and Psychological Testing (2014) adopted by the American Educational Research Association (AERA), the American Psychological Association (APA), and the National Council on Measurement in Education (NCME).
- (23) The Contractor shall ensure that all parts of the assessments adhere to professional research and best practice for developmental appropriateness of tests, testing methods and procedures.
- (24) The Contractor shall assist the State in the preparation of documents required for reviews by the United States Department of Education (USDOE) related to the new Every Student Succeeds Act (ESSA) or other state or federal legislation and/or mandates.
- (25) The Contractor shall take corrective action to remediate any deficiencies determined by the any assessment review conducted by the State or USDOE.
- (26) Separate analyses for each section of the TCAP Assessments must be conducted, including, but not limited to, the following statistics in tabular or graphical forms:
 - i. indices of item completion rates for all test takers and by subgroups and proficiency levels,
 - ii. descriptive statistics including the mean, standard deviation, minimum, maximum, and quartiles for the total score, and by sub-score if appropriate, for all test takers, and by subgroups and proficiency levels,
 - iii. inter-correlations among sub-scores for all test takers and by subgroups and proficiency levels,
 - iv. mean proportion correct for all test takers and by subgroups and proficiency levels,
 - v. measures of accuracy including internal consistency measures (reliability coefficients), standard errors of measurement, and misclassification probabilities for all test takers and by subgroups and proficiency levels,
 - vi. mean point-biserial correlation for all test takers and by subgroups and proficiency levels,
 - vii. other analyses to evaluate the quality of items, item drift, test forms and reports.

- (27) Security procedures as defined in A.6.b.
 - (28) All narrative reports submitted by the Contractor shall include an executive summary, the full text, and appendixes containing all relevant data tables. The executive summary shall be written to stand alone as a document suitable for public distribution. All final narrative reports and all electronic deliverables shall be provided in Microsoft Word, PDF, and HTML for distribution and posting on the State's web site. The Contractor shall also submit Microsoft Excel spreadsheet versions of all tables and technical appendixes.
- y. The Contractor shall conduct comparability studies which examine results of students using on-line versus paper-pencil assessments. Students may be tested both on-line and on paper to provide comparative analysis for the studies. Studies should examine student scores on field tests and/or operational administrations. The Contractor shall provide a user's guide and training materials for the online reporting platform for review and approval in collaboration with the State. The Contractor shall provide a report of results for the comparability study to include but not be limited to security between paper and pencil versus computer based testing.

A.10. **Assessment Material**

The Contractor shall provide all required test materials including but not limited to: test books, teacher headers, test directions, test administration manuals (separate directions and manuals should be available for each administration for each assessment as well as operational or field test administrations). All materials shall be customized for Tennessee and provided to the State for review and possible revision prior to each test administration. The Contractor shall allow the State a minimum of five State work days for initial review. Upon completion of any necessary revisions or modifications the Contractor shall return materials to the State and provide not less than three State work days for final review and sign-off. The State shall have the opportunity to review and modify the design of test materials prior to any printing for any test administration.

The following are critical tasks, which provide specifications for the expected materials to be developed by the Contractor and sent to the State. The Contractor shall ship materials directly to State, public or private school systems as indicated by the State. Some additional materials may be added as needed. All descriptions of materials shall apply to each assessment unless otherwise noted. All electronic files shall be compatible with Windows and Macintosh applications with a variety of web browsers including but not limited to Google Chrome (x), Microsoft Internet Explorer (x), Firefox (x), and Safari (x) (as defined in A.12.e.(2)).

- a. Technical Specifications for all materials - The Contractor shall use the following guidelines for all materials developed for this program.
 - (1) Test books and manuals shall be 8 ½" x 11", saddle-stitched or perfect bound.
 - (2) The State shall review any colors used for printing test books, ancillary materials and reports.
 - (3) 45# white cavalier (recycled) paper or approved equivalent for cover and interior pages of regular ink print versions.
 - (4) 60# white opaque cougar or approved equivalent paper will be used for scannable documents (teacher headers and K-2 test booklets).
 - (5) Covers printed in 1 color of ink plus black (different colors for each grade level and assessment). Inside text printed in black.
 - (6) Selected interior pages printed in 1 color of ink plus black.
 - (7) Large Print versions should be in 18 point font size. Grey-scale and shading should be avoided. The highest possible contrast should be used for text, art, illustrations, and graphics. Paper with a dull finish in ivory, cream, or white with black print shall be used. All unnecessary graphics, boxes or framing of material shall be omitted. Booklets should

be 9" x 12" or other size as agreed upon by the State. Binding should allow each page to lie completely flat for whole page viewing and ease of handling.

- (8) Audio versions shall be provided on Compact Disks (CDs) with jewel cases.
- (9) Materials defined in sections A.10.c-f shall be used for operational and field test administrations.
- (10) All materials shall be available in an electronic format for use on the State's internet. The State shall have the ability to cut and paste information from all products for the production of training materials. Materials provided for public distribution via the State website shall be provided in web optimized PDF.
- (11) Test products should be packaged as agreed between the Contractor and the State and shipped per the following criteria:
 - i. Consistent package sizes to be determined by the number of versions per assessment and approved by the State,
 - ii. Standard and agreed upon packaging order within packs,
 - iii. Provide a 10% overage of orders of all materials to allow for damage and/or shortages from the printer and/or during shipping, and
 - iv. All Braille with ink print and Audio, and Large Print versions of the test will be delivered to the State at the same time as the regular test materials.
- b. Introductory Materials and Meetings - The Contractor shall develop and produce the following introductory materials according to timelines established in the Annual Work Plan. The Contractor shall participate in up to twelve (12) introductory meetings in the following regional locations: Memphis (2), Martin, Jackson, Nashville (2), Columbia, Cookeville, Knoxville (2), Johnson City, and Cleveland/ Chattanooga for each assessment. In addition, The Contractor may participate in regional meetings which shall be held at not less than four of the above mentioned locations twice each year. A registration process shall determine the number of participants attending each meeting; an overage of 10% of meeting materials shall be provided to ensure enough for walk-in participants. Meetings are expected to be no more than one day. All expenses, as defined in A.8.e.(3)xiii with the exception of lodging and transportation associated with these meetings will be the responsibility of the Contractor. The State shall work with the Contractor to find venues that do not have rental costs so that the Regional meeting expenses are primarily limited to breaks and lunch. Expenses for any meetings lasting two or more days shall be the responsibility of the Contractor as defined in A.8.e.(3)xiii for multiple day item reviews.

(1) Instructions for Training EA Coordinators

The instructions shall consist of an outline of key issues to be covered during EA coordinator training with explanations accompanied by 30-50 full-color graphics depicting relevant items including, but not limited to, all online applications, administration protocols, and shipping instructions. The instructions will be provided electronically in a PowerPoint presentation format, and in an 8 ½" x 11" binder that includes the script for use in training school personnel offset printed or photocopied on one side only, and a CD containing the PowerPoint presentation. Training shall be conducted onsite and provided via webinar. The webinar shall be recorded and made available to be posted on the State website. The Contractor may provide a training video in addition to the PowerPoint presentation.

(2) Instructions for Training School Coordinators

Training materials provided for EA coordinators to use in training school coordinators. The materials shall include a script with explanations and page number references to the test administration manual(s). A PowerPoint presentation will be included. The materials shall be provided in an 8 ½" x 11" binder that includes the script offset printed or

photocopied on one side only, and a CD containing the PowerPoint presentation. Training shall be conducted onsite and provided via webinar. The webinar shall be recorded and made available to be posted on the State website. The Contractor may provide a training video in addition to the PowerPoint presentation.

(3) Materials for Regional Meetings

Training materials for EA coordinators to use in training school level personnel on administration activities for the upcoming assessment administrations. Regional meetings are generally conducted twice yearly prior to the fall and spring administrations. A PowerPoint presentation is required and should include art/graphics related to all steps of test administration and processing to include but not be limited to order entry, shipping, test security, test administration, and post-test processing requirements. Handouts of the presentation will be provided for attendees. Meetings shall be held onsite and provided via webinar. The webinar shall be recorded and made available to be posted on the State website.

- c. Preparation Materials - The Contractor shall develop and produce the following materials according to timelines established in the Annual Work Plan for each assessment. The Contractor shall collaborate with the State's item and test form development vendor to refresh the materials with new items at a minimum of every other year for the duration of the Contract. Modified versions of all preparation materials shall meet requirements defined for modified formats in A.10.d. Item samplers and practice tests shall be provided in web optimized PDF and an easily accessible, user friendly online format which includes the ability to bulk upload student and teacher roster information at the State or EA level.

(1) Item Samplers – available for each grade level and/or content area

The Contractor shall provide item samplers with sample items for instructional use. The samplers should meet all technical requirements defined in A.12. if provided online and should include:

- i. information for students, parents, and teachers about the TCAP Assessments including sample items developed by the Contractor and explanations of all possible item types for every academic standard,
- ii. items will be identified by academic standard and reporting category by content area for each grade,
- iii. includes both selected and constructed response item types,
- iv. teachers will have access to item keys,
- v. online version designed to allow teachers to set-up customized practice tests for students,
- vi. online version provides reporting at the class, school and EA levels and
- vii. excludes all items used for linking items, practice tests, field tests, and operational forms.

(2) Practice Tests – 1 per grade level/content area per assessment

The Contractor shall develop and produce a practice items for practice test identical in format and content to the operational tests for each grade level/content area per assessment. The Contractor shall collaborate with the State for delivery of practice items in a format usable to Tennessee teachers. Possible options include but are not limited to PDF, QTI for upload into school practice platforms, online in an easily accessible, user friendly application. The practice tests shall include:

- i. information related to understanding the test and offer suggestions on ways to prepare for the test,

- ii. items will be organized to mirror an operational test form in style, item quantity, and format,
 - iii. available in Large Print, Braille, Audio (for Braille), and online,
 - iv. designed to resemble the tests by grade level/content area,
 - v. includes the test key and a sample response grid,
 - vi. excludes all items used for linking items, item samplers, field tests, and operational forms.
- d. Modified Materials – The Contractor shall develop and produce the following modified format materials to assist in the administration of the TCAP Assessments. The Contractor is responsible for proofreading the modified format assessments. Braille, if required, shall be reviewed by an independent party and the form must be approved by the State’s committee prior to final printing.

(1) Braille Test, if required – Per grade level/content area per assessment

The Contractor shall develop and produce a form of the TCAP Assessments in Braille. Braille materials shall be delivered with assessment materials defined in section A.10.f. The specifications for Braille versions include:

- i. ink print copy, audio cd, scannable answer document shall be provided on a 1:1 ratio,
- ii. teacher’s notes for the Braille version shall be developed to assist teachers with transcriber’s notes in the Braille edition, use of special symbols, changes in wording, ink print to Brailled page references, and any other administration information exclusively related to the Braille test,
- iii. Braille test books shall be of appropriate weight and type of paper as determined in collaboration with the State,
- iv. Braille tests and directions shall be marked with ink print on the front cover to indicate the corresponding grade level and/or content area,
- v. pages shall be Brailled on one side of the paper,
- vi. items with graphics will be Brailled on facing pages whenever possible,
- vii. audio script for creation of the audio master shall match the Braille text verbatim,
- viii. use of thermoform will be kept to a minimum,
- ix. litho codes and inventory bar codes shall be included on all materials, and
- x. packaged individually with Teacher’s notes, ink print copy, audio cds (in jewel cases), rulers or other required manipulatives, and a separate scannable test booklet for transference of student responses.

(2) Large Print Version -- Per content area/grade level per assessment

The Contractor shall develop and produce one version of the TCAP Assessments per administration in Large Print. Large Print materials shall be delivered with assessment materials defined in section A.10.f. The specifications for printed Large Print versions include:

- i. Large Print version shall be in 18 point font size,
- ii. reformatting of documents may be necessary; however, the form layout should match the regular print test booklet page to page,
- iii. items requiring measurement should be scaled for use with regular rulers, or appropriately scaled rulers shall be supplied by the Contractor,
- iv. grey-scale and shading should be avoided,

- v. highest possible contrast for text, art, illustrations, and graphics shall be used,
 - vi. paper with a dull finish in ivory, cream, or white with black print shall be used,
 - vii. all unnecessary graphics, boxes, or framing of material shall be omitted,
 - viii. booklets shall be 9" x 12" or other size as agreed upon by the State,
 - ix. binding shall allow each page to lie completely flat for whole page viewing and ease of handling
- (3) Pre-coded labels shall be provided for students requiring a modified format test version whenever possible.
 - (4) Student responses recorded in the Braille and Large Print books may be transcribed onto ink print test books by the test administrator.
- e. Administration Materials - The Contractor shall develop and produce all materials to assist in the administration of the TCAP Assessments. Separate materials may be required for pilot and operational administrations. All materials shall be reviewed for revision in collaboration with the State prior to each administration.
- (1) Test Administration Manual (TAM): The Contractor shall develop and produce a TAM in collaboration with the State for each assessment per administration. This document is provided to assist the system and building level test administrators for each administration. Administration requirements for all grade levels and/or content areas assessed for each assessment shall be included in the TAM. Separate TAMs may be developed for field test and operational administrations. TAMs shall be provided at a ratio based on number of students testing to be determined by the State.

The TAM shall contain general instructions for administering the assessment including, but not limited to, test security guidelines, information about checking materials, planning testing schedules, organizing classrooms, preparation of students, use of standardized testing procedures, administering practice activities, security of materials, completing the student demographic portion of the response documents, accessibility and accommodation instructions, test directions, administration of the test, assembly of materials for scanning and processing, processing requirements including EdTools, checklists for class, school and EA level procedures and information for returning materials. Thumbnail to full scale images of documents, forms, and other ancillary materials as needed with illustrations and explanatory diagrams shall be used extensively. The TAM shall be reviewed prior to each administration and revisions shall be made to reflect changes related to the program, State and/or federal guidelines. The Contractor shall make these documents available in printed form and for downloading from the Internet on a secure site.
 - (2) Teacher's Directions: The Contractor shall develop and produce Teacher's Directions in collaboration with the State for each assessment per administration. The Teacher's Directions shall contain specific instructions for the administration of each grade level and/or content area per assessment. The Teacher's Directions shall include information related to test administration including but not limited to, test security, the timing of tests and/or subtests, the number of items and page numbers where subtests begin and end if appropriate, and verification and/or completion of student demographic data on response documents. A script for the administration of each content area shall be included to ensure consistent and appropriate directions are given to students throughout the administration of the test. The Teacher's Directions shall be reviewed prior to each administration and revisions shall be made to reflect changes related to the program. Directions shall be provided electronically for posting on the internet on a secure site and in print at a ratio based on number of students testing to be determined by the State.
 - (3) Test Administration Group (TAG) Header: The Contractor shall produce test administration group header documents for processing and returning response

documents. The TAG Header is used to group answer documents for processing and reporting. This scannable form shall be pre-coded with a unique TAG identification number and EA and school names and numbers. Additional information that may be pre-coded or manually coded includes but is not limited to Teacher First and Last Name, Number of students tested, number of students absent, and total number of documents. Non-coded documents shall be provided to accommodate late orders. The TAG may be packaged with pre-coded labels and/or bulk packaged in ratios and quantities to be determined by the State. For security and invoice purposes a separate Header document shall be provided for the return of unused pre-id documents.

- (4) Guide to Test Interpretation (GTI)/Parent Brochure: The Contractor shall develop and produce a comprehensive GTI to describe report forms used for each assessment. The GTI will describe and provide examples of the various report forms distributed to students, schools, and EAs. It will contain supportive information related to interpreting the test results, including but not limited to: reporting categories assessed and definitions for technical assessment terms. The comprehensive guide shall be developed for use by schools and EAs and shall be posted on the State website. From the comprehensive guide, a smaller Parent Brochure shall be developed containing information pertinent to student level reports. The Parent Brochure may be translated into one or more languages for distribution to non-English background parents. The Parent Brochure shall be distributed with the printed test scores and posted on the internet. The specifications for the GTI and Parent Brochure include but are not limited to:
- i. GTI and Parent Brochure: available in electronic format that is accessible via the Internet.
 - ii. GTI and Parent Brochure: include thumbnails and larger images of selected reports.
 - iii. GTI: developed for the purpose of providing schools and EAs with an understanding of the reports that are available, shall include training information for use of online reporting tools.
 - iv. Parent Brochure: developed for the purpose of providing test awareness for parents and students, shall include training information for use of online reporting tools.
 - v. Parent Brochure: provided in print format on a 1:1 ratio to student reports per content area per assessment.
- f. **Assessment Materials** – The Contractor shall prepare and produce all test materials required for the administration of the TCAP Assessments. The State shall have the opportunity to review all materials for revision prior to each administration.
- (1) Student Test Booklets – The following specifications apply to all student test booklets unless otherwise indicated:
- i. Test booklets may be color coded by grade level and/or content area for each assessment.
 - ii. Grades K-2 will consist of a customized CRT form in a scannable test booklet.
 - iii. A unique litho code per document shall be printed on the front and back covers as well as each page of the booklet. An inventory listing of litho codes shall be provided to schools and EAs.
 - iv. Test booklets shall be bar coded for inventory management and test security. Bar code information shall be included on inventory sheets provided to schools and EAs.
 - v. Modified format tests:
 - 1) Braille test booklets for each assessment shall be provided as defined in section A.10.d.(1),
 - 2) Large Print test booklets for each assessment shall be provided as defined in

section A.10.d.(2),

- 3) Audio CDs shall be provided for Braille versions. Descriptions of art/illustrations/graphics should not provide an unfair advantage to students utilizing the audio version for Braille. For the Braille audio version, users should not hear a description of a print item while reading a Braille transcription that is different.
 - vi. Test booklets shall be shrink-wrapped in units to be determined by the number of versions. Standard units of 5 and 20 will be considered.
 - vii. Versions may be spiraled for random distribution. Some versions may be selected for non-spiraled packing in units of 5 or 10 for use in read aloud accommodations.
 - viii. Approximately 10% may be packaged in uncollated groups for use with students with special accommodations to have the test read aloud in small groups.
 - ix. Assessments are accessible to students in public, State special and private schools. Test booklets shall be provided in sufficient number for each student to be assessed.
 - x. The State shall submit and approve requests for assessment materials based on orders and current enrollments. Historical usage figures are provided in the table in A.3.j.
- (2) Student Response Documents – The following specifications apply to all student accountability demographic information and response documents unless otherwise indicated:
- i. The Student accountability demographic information page shall be the outside cover of the test booklets for grades K-2. The layout of the demographic information page shall be customized to fit the needs of the State and maintain consistency with the layout of other assessment demographic information sheets.
 - ii. Separate and unique documents may be required for pilot and operational administrations for each assessment.
 - iii. The Student accountability demographic information layout shall meet State and federal reporting requirements. Space for a laser printed bar code label containing student demographic information as defined in A.12.a.(6) shall be included in the document design.
 - iv. Provide the ability to code demographic data on student response documents based on State and Federal reporting requirements, including but not limited to:
 - 1) First, Last Name and Middle Initial
 - 2) Student ID Number (State assigned)
 - 3) Birth Date
 - 4) Grade (K-2)
 - 5) Class Period
 - 6) Gender
 - 7) Ethnic Origin (including but not limited to: American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/other Pacific Islander, or White)
 - 8) Race: Hispanic or Latino, Non-Hispanic or Latino
 - 9) Membership Data (enrollment)
 - 10) Status (i.e. first time, repeating)

- 11) Class Attendance
 - 12) Modified Format (i.e. Braille, Large Print)
 - 13) Special Programs (including but not limited to: Title I, Special Education, 504 Service Plan, Gifted, Economically Disadvantaged, LEP Transitional 1/Transitional 2, Migrant, Home School, Homeless, and Pre-K participation.
 - 14) Accommodations as defined by the State
 - 15) Teacher license number for teacher of record in the content area(s)
 - 16) Not tested (absent, EL exclusion or medical exemption)
 - 17) School schedule (i.e., traditional, modified block, block)
 - 18) Test Date
 - 19) Test Version and/or Form
 - 20) Optional Codes for State use (minimum 10 fields)
- (3) Miscellaneous manipulatives – The Contractor shall provide all necessary materials appropriate to the assessment, including rulers and other consumable items, during each administration. All manipulatives shall be provided in accessible formats for all students including Braille and Large Print if needed/appropriate.

A.11. Assessment Materials Packaging and Distribution

- a. The Contractor shall prepare packaging specifications in collaboration with the State and include them in the Annual Work Plan. The specifications will include at a minimum the following:
 - (1) Procedures for packing materials for shipment to EAs, including but not limited to:
 - i. Description of how materials are packed,
 - ii. Examples of packing and inventory lists,
 - iii. Examples of bar coding, and
 - iv. Description of inventory procedures.
 - (2) Procedures for packing materials for return shipment to the Contractor, including but not limited to:
 - i. Detailed instructions for packing materials,
 - ii. Inventory procedures, and
 - iii. Shipping information, including pre-paid labels.
- b. The Contractor shall adhere to the following guidelines for the packaging of all assessment materials:
 - (1) A barcode with a unique machine-scannable and visually readable sequential identification number will be applied to student test booklet covers. The Contractor shall provide a master file containing a record of the sequential identification numbers sent to each school and EA.
 - (2) In addition to quantities requested by the State necessary for enrollments, the Contractor shall provide a ten percent (10%) overage of all materials to allow for printing errors, shipment and site shortages.
 - (3) Packages of books must be sequential within each package.
 - (4) Test booklets are shrink-wrapped in units to be determined by the number of versions of each assessment per administration.

- (5) Pre-coded administrative materials, TAG Headers, shall be shrink-wrapped at a minimum by school and EA. Additional levels may be required, i.e. by teacher. Each package shall have a label on the outside identifying the school and EA. An overage of blank documents shall be included with all pre-coded documents at a percentage to be determined in collaboration with the State.
- (6) State approval must be received before shipping printed products. The State will provide approval for shipping of the forms after receiving and examining the printed samples as defined in A.8.e.(4)vii.5).
- (7) Braille and large-print materials are to be packaged and labeled separately and included in the shipment of test materials to EAs.
- (8) The Contractor shall be responsible for mailing or shipping any miscellaneous materials as described in A.10 to the State and EAs as situations arise. The Contractor is required to secure the services of shippers who will provide inside delivery, trucks with lift-gates and unload large shipments onto loading docks.
- (9) The Contractor shall provide test administration materials and test materials on site in each EA according to the schedule established in A.5 and the Annual Work plan, but no later than 15 calendar days prior to the first day of the assessment window.
- (10) The Contractor shall provide shipping and distribution information for each administration with samples of inventory lists, packaging labels, and procedures to be included in materials for regional meetings defined in A.10.b.(3).
- (11) Provide proper packaging by school of all test materials for shipment to EAs.
- (12) Provide process for shipping and tracking incorrect or late orders.
- (13) Provide the State's technology vendor with shipment information for inclusion in the EdTools processing platform.
- (14) Maintain detailed records of the number of tests ordered, shipped, retrieved and scored for each school and EA.
- (15) Utilize transport companies who provide inside delivery, and unload large shipments onto loading docks.
- (16) Utilize transport companies who provide inside pick-up, palletizing (if necessary) and load large shipments from loading docks.
- (17) Utilize a shipping method that provides traceable delivery information. If boxes that were used to initially ship materials are to be used again to return materials, this shall be made explicitly clear in all directions to EA and school personnel and the boxes must be of sufficient strength and construction to withstand reuse.
- (18) Design, print, and distribute detailed bill of lading/packing lists for each school and EA. The EA and school packing lists shall clearly itemize the materials that are being shipped to the school/EA including but not limited to: contents of each box, quantities of items shipped, inventory information and the destination.
- (19) Provide check-in procedures for EAs to ensure materials are handled securely.
- (20) Provide check-in procedures for the Contractor with a method of checking for and retrieving test booklets erroneously packaged with used and unused test materials, inactive materials, or modified format materials. Separate procedures may be required for each assessment.
- (21) Provide a description of procedures to be used by EAs for the inventory of all materials and the collection and shipping procedures for all completed answer documents and media including a reconciliation/recovery procedure to proactively retrieve all test material from the EAs.

- (22) Provide procedures for providing appropriate materials for students with IEP and Section 504 plans that call for modified test formats such as Braille and Large Print. These materials will be packaged separately and labeled, but will be included in the same shipment with other testing materials, if possible.
- (23) Provide inventory measures that verify by number, all test booklets and other secure test materials shipped to EAs and returned after testing. Measures shall include a control process wherein all test products being shipped to and from the Contractor's facilities are counted and tracked. Missing shipments shall be traced, located, and redirected to the proper location, and/or replaced as needed.
- (24) Provide pre-paid shipping labels and materials for the return of all materials to the Contractor for scoring at the Contractor's expense.
- (25) Track return shipments to ensure that EAs return all test materials to the Contractor for scoring no later than ten (10) calendar days after the close of the testing window for the assessment.
- (26) Notify the State of EAs who do not return materials within the appropriate time frame.
- (27) Prior to testing, the Contractor shall prepare a missing materials report for test documents based on the material verification process that is completed during materials check-in. The Contractor will ensure that shortages are shipped to EAs immediately.
- (28) After testing, the Contractor shall prepare a missing materials report for test documents based on the material verification process that is completed during materials check-in. Reports will be prepared for each school with missing materials listed. School reports will be delivered to EA coordinators with an EA-level summary and a State level summary to be delivered to the State. Any missing materials returned by EAs will be recorded in the missing materials inventory maintained by the Contractor. The missing materials reports must be delivered to the State and EAs daily as the check-in of secure materials is processed. For each administration, check-in and verification of secure materials must be completed and discrepancies resolved prior to the first shipment of results to Tennessee EAs.
- (29) The Contractor will provide written reports to the State documenting the check-in of all secure materials.
- (30) Catalog, store and archive completed student test response booklets in a secure facility for twelve (12) months from the reporting date.
- (31) Destroy archived hard copy student test materials in a secure manner (i.e., shredding or incineration) at the completion of twelve (12) months with written approval from the State. At the end of the Contract, remaining archived materials shall be shipped to the State, or a location designated by the State for storage.
- (32) Utilize electronic imaging and duplication technologies to archive all student responses on CD or other electronic media. All archived materials shall be clearly labeled to include at least content area, teacher name, school name, and EA name. Archived materials shall be maintained by the Contractor for the duration of the Contract. Copies of archived materials shall be provided to the State annually.

A.12. **Assessment Data Management Systems**

The Contractor is required to provide data manipulation, persistence (saving of data electronically in a permanent manner), transmittal and reporting capabilities (Data Systems) as needed to meet all or part of the requirements outlined in this contract. All Data Systems developed, integrated, licensed or acquired to fulfill any part of this Contract are subject to final approval by the State and shall be done so in consideration of the following;

- a. Functional Specifications

- (1) The State is procuring a customized solution to meet the specific needs and requirements of Tennessee assessment. All Data Systems, whether developed by the Contractor or licensed / acquired from a third party as all or part of this Contract, must be capable of being customized at the data format and source code level if required in order to meet the needs of Tennessee.
- (2) In addition to the functional and operational requirements defined throughout this Contract, the Contractor agrees to work with the State to refine and specify any additional functionality of the Data Systems required to fulfill specific requirements of Tennessee that fall within the scope of this Contract.
- (3) The Contractor shall provide assessment reporting capabilities as described in section A.15 Reporting Activities.
- (4) The Contractor shall work with the State and/or other State vendors in the transfer of student demographic and assessment data for review and use for pre-id of labels for student test booklets, student demographic data verification, teacher-student linkages for teacher-effect data and other processing or reporting requirements as needed by the State.
- (5) The Contractor shall provide an Enrollment workflow to upload student demographic information from private schools, the State student management system and/or State vendors. Data may be used to pre-id student labels for test booklets. The Contractor shall ensure that the system maintains compatibility with the State's student management system to enable the acquisition of student information from schools and/or EAs. The system shall be able to provide student scoring information to the schools and/or EAs for integration in the student management system. The Contractor agrees to collaborate with the State for the modification/revision/customization of the enrollment program as needed to meet State criteria.
- (6) The Contractor shall produce pre-coded student accountability demographic data information via indelible bar code on labels to be placed on student test booklets. The Contractor shall provide a system that accepts uploaded student demographic information from the student management system at the school or State level and/or a State vendor for use on pre-id documents. The system shall include but not be limited to all demographic data as detailed in A.10.f.(2)iv. The Contractor shall ensure that the system maintains compatibility with the State's student management system to enable the acquisition of student information. Uploaded data may also be used to pre-code teacher license information on response documents and TAG headers. Labels shall include all available demographic information for each student as well as school and EA identification information. The Contractor agrees to collaborate with the State for the modification/ revision/customization of the pre-id program as needed to meet State criteria.
- (7) The Contractor shall provide an Inventory Management system that allows the State and EAs to track assessment materials. The Contractor agrees to collaborate with the State and/or the State's technology vendor for the modification/revision/customization of the inventory management program as needed to meet State criteria. The system shall include but not be limited to the following:
 - (i) Secure assessment materials (including but not limited to, test booklets) shall have a barcode with a unique machine-scannable and visually readable sequential identification number.
 - (ii) The system shall generate shipping labels to be placed on boxes for tracking that include bar coded information regarding the contents of each box. Return labels shall also be provided.
 - (iii) Schools and/or EAs shall be able to confirm counts of materials received prior to testing and notify the State and/or Contractor of any discrepancies.

- (iv) Schools and /or EAs shall be able to report counts of materials being returned for processing and scoring, including used, unused, and inactive materials.
 - (v) Bar-code information shall be supplied in format compatible with State systems for the purpose of Materials Management.
 - (8) The Contractor shall provide the State with metrics related to the usage of the Data Systems for the purpose of audit control, statistical analysis, and functional and performance improvements. The data shall include but is not limited to; user logins, IP address of logins, tracking of user load times, applications used, activities completed in the application, data edits, number of students, data uploads, data downloads, reports created, time spent in each activity.
 - (9) All data systems intended for use by the State or users outside of the Contractors organization shall be accessible via a hyperlink on a third party web-site specified by the State.
- b. Project Management and Software Development Lifecycle Management
- (1) The Contractor shall include in the annual work plan, as defined in A.6(a), a project management plan which includes detailed milestones, deliverables and timeline for the project as determined in collaboration with the State.
 - (2) The Contractor shall follow a predictable and methodical software development lifecycle (SDLC) for the development and integration of all Data Systems that is consistent with industry best practices and which allows for State review and approval into the technical design, workflow and user functionality of the data systems in an iterative manner.
 - (3) The Contractor shall provide the State with Technical Design Specifications for all components of the Data Systems and agrees to participate in architectural reviews with the State at critical points in the development cycle.
 - (4) The Contractor shall work with the state to develop a mutually agreeable User Acceptance Test plan (UAT) and Exit Criteria for all Data Systems and acknowledges that acceptance of the delivery of Data Systems will be subject to passing the functional and performance criteria outlined in the UAT and Exit Criteria documents.
 - (5) The Contractor will provide the State with a demonstration of the Data Systems for review and testing by State users, including; EA level users, at appropriate points in the development cycle.
 - (6) The Contractor shall implement a robust Change Management process for the propagation of application binaries, services, schemas, configurations and infrastructure from development and test environments into production. Particular emphasis is placed on changes during production windows or subsequent to a code freeze milestone, both of which will require a process that includes approval by the State for the change to occur.
- c. Performance and Scalability
- (1) The State is procuring an assessment capability intended to be used widely across all EAs in Tennessee. The design and architecture of the Data Systems and all up- and downstream dependencies of the system shall intrinsically implement performance and scalability consistent with enterprise solutions intended for processing large data sets and supporting significant user concurrency user.
 - (2) The Contractor shall perform an assessment of the volume metrics related to this project in Tennessee prior to the commencement of architectural designs. Such assessment shall include storage requirements, transaction volume, concurrency, bandwidth requirements and other factors that impact user experience or data processing throughput performance.

- (3) The Contractor will work with the State to agree on specific performance Exit Criteria at different levels of usage for each major workflow once the specific workflows of the Data Systems have been determined.
- (4) Notwithstanding the above, the Contractor shall ensure adequate space on servers, band-width and response time to allow for a minimum of 250,000 concurrent users accessing, entering, uploading, and/or downloading information.
- (5) Notwithstanding the above, the Contractor shall ensure response times for all user interactions with Data Systems will average 0.8 seconds and provide technical support at the cost of the Contractor to take steps to rectify if response times are longer than 2 seconds, excluding causes unrelated to the Contractor's Data Systems or factors external to the Contractor's points of ingress/egress to the Data Systems.
- (6) All Data Systems shall implement a multi-tier architecture that supports scaling of each tier in a horizontal manner. As a minimum, scalable tiers shall include a web front end (WFE), application logic tier, and data access tier (DAL).
- (7) The Contractor shall perform ongoing capacity planning for the life of this contract and proactively adjust capacity in all aspects of the system as needed to maintain specified levels of performance.

d. Data Persistence, Transmittal and Interoperability

- (1) The Contractor's Data Systems shall meet and commit to maintaining compliance with current and future versions of Ed-Fi standard for the exchange of education data between systems, except where the Data System manages data that is not described by the Ed-Fi standard. Ed-Fi technical documentation can be found at <http://www.ed-fi.org/tech-docs/>
- (2) In addition to CDF requirements described in section A.15, the Contractor shall develop the capability to transmit assessment data to the State using the Web Application Programming Interface (API) specification, XML and JSON payloads described in the Ed-Fi 2.0 standard.
- (3) Data Systems shall be able to accept student information needed to support enrollment and identification in an Ed-Fi compatible format using either batch or real-time transactional interfaces.

e. User Experience, Software and Device Compatibility

- (1) All Data Systems requiring user interaction shall implement a web interface with a contemporary standard, graphical user interface that is consistent in its operation, easily navigable and implements "look and feel" as defined by the State through style guides and /or cascading style sheets (CSS).
- (2) All Data Systems, interfaces, file formats and client-side components must be compatible with the devices, operating systems, browsers and other infrastructure related configurations and topologies in use in Tennessee public schools. There is considerable diversity of the infrastructure in use in Tennessee public schools. The following table provides a non-exhaustive list of common infrastructure configurations;

Component	Variations
Local Area Networking	Wired Wireless
Authentication	LDAP, SAML, OATH
Devices	Laptops, Tablets, Netbooks (Chromebooks)
Operating Systems	Windows 7 or newer OS X 10.6 or newer

	iOS 6 or newer Google Chrome OS (rolling update) Android 4.0 or newer
Browsers	Microsoft Internet Explorer v9 or newer Google Chrome v21 or newer Firefox v25 or newer Safari V5.1 or newer

- (3) The Contractor shall work with the State and EAs as needed to determine the matrix of devices and configurations that exist in the State and which must be supported.
- f. Redundancy, Fault Tolerance and Business Continuity
- (1) The contractor acknowledges that all data and metadata that is generated, captured, processed, transmitted or transformed as part of this contract remains without exception the property of the State of Tennessee.
 - (2) The Contractor shall implement a production environment for all Data Systems that is intrinsically secure and physically separated from environments used in development, testing, staging or any other non-production use.
 - (3) The Contractor shall develop and provide to the State all change management and access control policies that relate to the production environment.
 - (4) The Contractor agrees to permit the State to conduct security audits on production environments, including penetration testing, as might be deemed necessary from time to time throughout the period of this contract.
 - (5) All servers, databases, virtualized environments and computing resources used in the delivery of the production Data Systems shall be dedicated to the State of Tennessee and not multi-tenanted without prior approval from the State of Tennessee.
 - (6) The Contractor shall implement proactive monitoring and diagnostic capabilities for all critical components of the Data Systems and these shall be monitored by the Contractor proactively and in real time during periods of live usage.
 - (7) The Contractor shall develop and submit to the State for approval a redundancy, disaster recovery (DR) and business continuity plan to ensure high availability of the Data Systems during periods of live usage. The plan shall include a Service-level Agreement (SLA) for service up time, change over time and restoration of services in the event of a failure.
 - (8) The Contractor shall implement a data backup and recovery strategy that is capable of supporting point in time restoration of assessment data in the event of a system outage, functional non-conformity (bug), rollback requirement, workflow error, human error or other problem necessitating the restoration of persisted data. The backup strategy shall include the ability for periodic offsite backups to occur as part of the overall DR strategy.
 - (9) The Contractor shall implement a data archival strategy in conjunction with the State to ensure all records are preserved in a secure manner consistent with State and Federal statutes for data retention. The strategy may include a positive handover of the archival obligation to the State at a point in time.
 - (10) The Contractor agrees to place into Escrow all source codes, binaries, schema, configurations, technical specifications, algorithms and other documentation used in any portion of the Data Systems for the life of the contract, including content that is considered copyright, patented or the intellectual property of the Contractor, and agrees to grant the State ownership of this content for ongoing use, solely in the event the Contractor is unable to meet their obligations under this contract including but limited to reasons of insolvency, bankruptcy, acquisition or loss of key personnel.

g. Security, Privacy and Access Control

- (1) The Contractor shall have measures in place that ensure that all data records are stored, accessed and transmitted in a secure manner consistent with the privacy and data protection terms in E.6, including: encryption of all data both in motion and at rest, compliancy with best practices for secure application development as defined in ISO/IEC 27000 series as well as relevant State information security policies. These policies can be found at <http://www.tn.gov/finance/oir/security/secpolicy.html>.
- (2) The Contractor agrees to permit the State or an agent of the State to perform a security audit of the data centers and facilities utilized by the Contractor to process or persist production data.
- (3) Any third party facility utilized by the Contractor to host or manage production Data Systems, including public and private cloud platforms, must meet the security profile and applicable criteria of this contract and must be approved by the State in advance of any production data residing in that facility.
- (4) All Data Systems that provide interaction with a user shall implement robust authentication of that user through integration with the TDOE Single Sign On (SSO) system. This is an identity brokerage, federation, and claims enrichment platform (using SAML 2.0) that the State operates to provide SSO (Single Sign On) and many other capabilities to end users, EAs, and partners.
- (5) Under no circumstances shall guest or anonymous access be permitted to any Data System.
- (6) All information exposed through Data Systems, including reports, shall be constrained (Authorized) based on the role of the authenticated user as identified in the SSO "claim" and through business rules, as approved by the State, that associate roles and identities to students and the data related to those students.
- (7) The Contractor shall work with the State to define and agree the roles and business rules that will be enforced through the Authentication and Authorization components. Roles shall include but not be limited to: Site administrators, State administrators, State users, State vendors, State CORE office users, EA level administrators, EA level users, school level administrators, and school level users. The Contractor shall work with the State in the potential development to provide secure access for parents and students to retrieve student level reports, including student responses and items for release. Access shall be provided to each level based upon guidelines provided by the State. Different business rules may be applied to each function.
- (8) The Contractor shall implement and enforce with all staff, contractors and vendors internal access control policies and procedures for Data Systems, servers, networks and infrastructure connected to the Data Systems consistent with industry best practices and the privacy and data protection terms in E.6, and agrees to permit the State or an appointed agent of the State to perform an on-site audit of said policies and procedures.
- (9) No protected data (e.g. FERPA, NSLA) or personally identifiable information (PII) shall reside outside of the secure production environment for any reason whatsoever.
- (10) All data used for development, testing or demonstration purposes must be thoroughly obfuscated and anonymized prior to removal from the production environment if sourced from actual production data.

h. Training and Support

- (1) The Contractor shall provide comprehensive training on the use of all Data System for State personnel and other persons with a legitimate need to access those systems. Training shall take the form of online access to procedural guides and other user

instructions, training videos, as well as live online training delivered via webinar, for each application as needed.

- (2) The Contractor shall provide a demonstration site containing realistic, obfuscated data and content for practice and training to State, EA and school personnel not less than three weeks prior to operational administration.
- (1) The Contractor shall provide a trained customer service center for all users as defined in section A.7.f.
- (3) All Data Systems, platforms, infrastructure and related components required in the delivery of this Contract, whether owned by the Contractor or third party shall be fully supported by the Contractor for the life of this contract.
- (4) The Contractor shall provide a mechanism for functional non-conformities (bugs) to be filed and provide prompt remediation based on priority and severity for all non-conformities identified for the life of this contract.

A.13. **Assessment Processing Activities**

The Contractor shall provide the State with processing activities as defined in A.13.a-k for scanning, editing, scoring and reporting of the TCAP Assessments. The accurate and consistent processing of assessments is the key component in maintaining their reliability and integrity. The Contractor shall assist the State in processing activities for the TCAP Assessments according to timelines established in section A.5 and the Annual Work Plan.

The Contractor will implement processing procedures that are reliable and valid as well as efficient in terms of time and expenditures. The Contractor shall provide procedures and support for all assessments including but not limited to the following:

- a. The Contractor shall provide systems to facilitate processing, scoring, and reporting student results from each administration. The system shall include a plan to verify the accuracy of data produced during each processing step for each administration including the ability to disaggregate and aggregate the results.
- b. The Contractor shall collaborate with the State to evaluate test processing and develop programs and services to improve test processing functions. The Contractor shall assist the State to create and redefine test processing procedures to improve productivity, efficiency, data turnaround times, reporting and accountability.
- c. The Contractor shall provide, at the request of the State, all contracted publications in agreed upon electronic formats to the State.
- d. The Contractor shall work with the State or any State appointed contractor to facilitate and support scanning, editing, and scoring (including hand scoring) of assessments at alternate sites as designated by the State.
- e. For quality assurance and score verification purposes, mock testing data must be generated and utilized in all aspects of processing, scanning, editing, scoring, reporting, and printing and must be completed and evaluated by the Contractor and the State before the beginning of each test administration. The Contractor shall supply a test deck that has been through quality assurance and score verification for the State to use for comparison purposes. The Contractor shall provide programming to ensure that all test deck information, including data from State created test decks, is not included in operational data for reporting. The Contractor shall work with the State and any State assigned vendors in the development of a test integration plan for testing that includes transmission of test data to the EdTools platform for processing. Processing on EdTools includes, but may not be limited to, Order Entry, School Group Lists (Bill of Lading to track Test Administration Group n-counts), Rostering, Reports of Irregularity, Student Demographic Data Verification, and Teacher-Student linkages. A minimum of 150 mock response documents per content area per assessment

will be coded to verify the following:

- (1) Each grid area is properly scanned and recorded,
 - (2) Each response area is being scanned and mock response documents for each version will be gridded to show each of the response choices is being scanned correctly,
 - (3) Student demographic information including some from pre-identification files,
 - (4) All cases involving missing and incorrect information will be checked,
 - (5) All cases requiring editing are properly relayed to the State,
 - (6) Any other procedures to assure accuracy of data processing,
 - (7) Inclusion of virtual student records generated by the State's student management system,
 - (8) Verification of absent, medical exempt, EL exempt or nullified scores for processing,
 - (9) Scoring keys and scoring programs, and
 - (10) Records for students who were not tested are handled appropriately.
- f. The Contractor shall develop a plan to provide a description of editing data from demographic documents and TAGs to verify the following:
- (1) Double marks or inaccurate precoding of printed information,
 - (2) Coded incorrectly with respect to student, school, or EA identification,
 - (3) Documents deemed unscorable for some reason,
 - (4) Rules for editing each field on the student response documents, noting which will be flagged, hand-checked, and connected where necessary, and which fields will rely on scanner discrimination rules and not be hand-edited,
 - (5) Materials used for training editors will be included in the plan, and,
 - (6) A description of the edit reports that will be produced to show what documents need editing, all changes made, the outcome of edits, and the procedures for monitoring the edit changes.
- g. The Contractor shall work with the State or any State appointed contractor to facilitate and support the use of online applications from the State's website in editing, including but not limited to: Reports of Irregularity (RIs), Breach of Security, and Medical Exemptions.
- h. The Contractor will provide a data file for each administration to the State for production and quality control purposes. The data file shall meet the following criteria:
- (1) Verify that student response documents have been correctly scored, and that all final score values have been properly calculated (e.g., scale scores and proficiency level),
 - (2) Monitor (in conjunction with State staff) all aspects of scanning, editing, and scoring throughout the time that the operational response documents are being scanned, edited, scored and processed until completion, and
 - (3) Develop a data verification plan for each administration that describes in detail all steps to be implemented to ensure that the final reports of results are accurate.
- i. The Contractor will submit scanned/edited data to the State or any State appointed contractor in a mutually agreed upon file format that facilitates the generation of State required reports.
- j. The Contractor will arrange to support the State and its designees in preliminary verification of scoring and test equating using a calibration sample of approximately the first 2,000-10,000 (not less than 20%) student records processed per content area per assessment.

The EAs and number of students used in the calibration sample shall be approved by the State. This sampling must represent the approximate demographics of the State. The student response documents from these EAs will be scored and all of the files and reports identified will be generated by the State and the Contractor. These files and reports will then be verified independently by the Contractor and the State for comparison data and equating of form confirmation.

- k. The Contractor shall provide to the State for review and written approval a processing plan that includes the return of the assessments to the Contractor for scanning, editing, scoring, and reporting. At a minimum the plan shall provide details and shall include:
- (1) Scoring methodology,
 - (2) Score reporting,
 - (3) Generation and maintenance of scoring data files,
 - (4) Quality assurance procedures for each part of the scoring process,
 - (5) Specifies the process for scoring all student responses for CR and SR items,
 - (6) Identify the qualifications and training of key personnel involved in this process,
 - (7) Use Optical Mark Reading (OMR) equipment to scan student test booklets,
 - (8) Provide verification of quality control procedures for each scanner,
 - (9) Provide documentation of editing procedures for response documents and TAG headers, for State review and approval. The documentation shall include rules for editing each field on the student demographic sheet. Materials used for training editors shall be provided to the State for review and approval,
 - (10) Provide edit reports that include all edits needed, changes made, and procedures used for monitoring edit changes, including edits for RIs, Breach of Security, and Medical Exemptions,
 - (11) Work with the State to establish State monitored quality reviews and provide logs/reports regarding the quality control procedures to the State for review and approval, and
 - (12) Submit to the State for review and approval quality control procedures for all scoring processes and products. The procedures shall include, but not be limited to:
 - i. Steps to ensure that all assessment materials are correctly and reliably scored,
 - ii. Quality control review of all phases of production related to scanning student response documents,
 - iii. Verification of the scoring program, editing, and resolution procedures for questionable response documents (for example, with multiple marks, poor erasures, poorly recorded oral responses or incomplete data),
 - iv. Quality control review of all phases of production related to reporting and generating data files from the results.

A.14. Scoring Activities:

The Contractor shall provide scoring services for the TCAP Assessments. Accurate and consistent scoring of responses is a key component in maintaining the reliability and integrity of the TCAP Assessments. The Contractor is required to maintain high levels of scoring accuracy while meeting scoring deadlines. The Contractor shall score the TCAP Assessments according to timelines established in section A.5 and the Annual Work Plan.

The Contractor will implement scoring processes that are reliable and valid as well as efficient in terms of time and expenditures. The Contractor shall provide scoring procedures and support for all assessments including but not limited to the following

- a. The Contractor shall provide programming and support for scoring of all test versions including Large Print and Braille.
- b. The Contractor shall maintain sufficient capacity to facilitate re-scoring of responses. Procedures for re-scoring student responses shall be developed in collaboration with the State.
- c. The Contractor shall validate test scoring keys delivered as part of the test specifications as listed in section A.8.c. The Contractor shall validate and finalize all scoring keys. Scoring keys shall be provided to the State separately for use in verifying the test deck used for scanning and processing. Scoring keys will be validated through test deck and psychometric review, any errors shall be corrected and scoring tables updated. Scoring keys will be finalized and approved in collaboration with State staff and/or State vendors. The test scoring keys shall include but not be limited to:
 - (1) Item reference number,
 - (2) Item type,
 - (3) Item location,
 - (4) Correct response(s) for SR items and
 - (5) Scoring rubrics and tools for CR items requiring gridded response, short answer, extended response (including essays and calculations) or other response types that meet scoring rules established during item and test form design and approved in collaboration with the State.
- d. The Contractor shall provide quality assured, production and operational programs for scoring and reporting services including operational test decks and response keys. The Contractor shall also provide quality assured technical information required to provide and facilitate onsite and off-site test processing and reporting. These services shall include, but not be limited to, the following:
 - (1) Scoring
 - i. Use a methodology technically appropriate and approved by the State to produce a single scale score for each grade level and/or content area tested.
 - ii. Provide assessment data in various formats which will be used to determine various scores, data distributions and summaries to support the State approved reports.
 - iii. The Contractor is responsible for verifying that student test booklets are correctly scored. A test deck as defined in section A.13.e shall be provided prior to each administration for each assessment that has been through quality assurance for the State to use for comparison purposes.
 - iv. The Contractor shall provide files for test integration of scanned and/or hand scored test data to the State and any State assigned vendors to ensure that all phases of processing have been through quality assurance. The Contractor shall collaborate with the State and any State assigned vendors to resolve any errors or data issues that arise during integration testing.
 - v. The Contractor shall work with the State to develop mutually agreed upon guidelines and provisions for tracking student scores at the local level. Delineate Contractor/State/EA responsibilities including record retention, following mobile students, and monitoring students who are below proficient in content area tests.
 - (2) Data Gathered

- i. Collect all individual data through student data uploads from the test booklets to include but not be limited to: item responses and scores, including commodity and or litho codes, demographic data, and all other fields.
 - ii. Gather information regarding test security procedures and safeguards including but not limited to; serial numbered booklets, confidentiality agreement forms, erasure data, etc.
 - iii. A CDF per assessment and administration will be provided to the State on a secure SharePoint or SFTP website and on CD. The CDF will include all data from the most recent administration and will include all student demographic and response data and the statewide frequency distribution of student performance. A final CDF for each administration will be provided to the State according to the schedule in section A.5. This information will also be provided to facilitate TVAAS information. Format must be approved by the State and must meet State needs, including the facilitation of required data disaggregation.
- (3) Document Retention
- i. Test Review Procedures shall include confirmation of a below proficient score and re-scoring under certain conditions.
 - ii. Test documents, scoring keys and student data shall be retained in a secure electronic format on secure servers for the duration of the Contract.
- e. The Contractor shall establish scoring tools and rubrics that reflect the expectations of the standards at each grade level. The Contractor shall work with the State to establish an efficient and accurate scoring methodology for constructed response items or other activities that require students to give written work. The methodology shall include scanned materials scored via computer using programmable scoring technology. The Contractor will implement scoring processes that are reliable and valid as well as efficient in terms of time and expenditures. The Contractor shall provide scoring procedures for any selected response items as needed and all CR assessments including but not limited to the following:
- (1) Establish rubrics and scoring tools that clearly define what students will be expected to produce in order to receive full or partial credit.
 - i. The Contractor shall provide the State final scoring tools at least six months prior to the administration of the operational assessment.
 - ii. Rubrics will be shared in a form that can be shared with educators, parents and students without compromising the security of the assessment.
 - (2) In collaboration with the State, the contractor shall establish a method for managing and monitoring the effectiveness of scoring. This will be stipulated in the Annual Work Plan.
 - (3) Score student response documents according to the following criteria:
 - i. The Contractor shall work with the State to establish an efficient and accurate scoring methodology. The finally agreed upon scoring method may include scanning student test booklets and using computer based scoring techniques only with the express written approval of the State.
 - ii. In collaboration with the State, the Contractor will develop a specific plan for scoring procedures including but not limited to the following basic elements:
 - 1) Definition of roles and responsibilities of personnel,
 - 2) Scoring methodology,
 - 3) Resolution of scoring problems,
 - 4) Monitoring and maintaining reliability of scoring and quality control throughout the process.

- iii. Quality-control statistical reports must be provided to the State by the Contractor daily and, at a minimum, include the number of test booklets scanned/scored per day, the total number of papers the distribution of scores, and the number of non-scoreable papers / portfolios.
 - iv. The State will review scoring of CR items to ensure validity and reliability of computer based scoring.
 - v. The Contractor must demonstrate the attainment of the minimum reliability and validity standards as established in sections A.9.e.-j., A.9.n.-q, and A.9.v. State staff shall review calibration reports on a regular basis.
 - vi. The Contractor must provide the State a copy of all student test booklets about which questions have been raised. This includes papers with anomalous scores, papers which are non-scoreable as defined by the Condition Codes (see section A.14.e.(4)), compositions which are considered an "Alert," (see section A.14.e.(4)). and compositions which might indicate administrator interference. Additional pages of student written work that accompany the test booklet will not be scored.
- (4) In collaboration with the State, the Contractor shall develop Condition Codes for identifying non-scorable responses and a system of coding these responses. Condition Codes may be Alpha or Numeric and should be defined in the scoring rubrics. In addition, the Contractor will develop a system for flagging Alert status papers which indicate a serious or potentially serious problem for the writer (physical/sexual abuse, drug use, gang involvement, running away, suicide, severe anti-social tendencies, etc.). When such a paper is identified, it must be transmitted immediately to the State. The State will then notify the appropriate EA personnel. These papers, as well as all others, shall be treated as strictly confidential.

A.15. **Assessment Reporting Activities**

The Contractor shall collaborate with the State in the design of score reports at the individual student level as well as summary reports at the teacher/class, school, EA, and State levels, including any needed subgroups, as defined in section A.10.f.(2).iv. The State shall be involved at each step of report design and shall have final signoff on layout, data, and text presented on all reports. The Contractor shall work in consultation with the State as needed to ensure accurate reporting. The Contractor shall collaborate with the State prior to development of test blueprints for report design on all new assessments. The Contractor shall utilize a single, unique and accurate Tennessee State-assigned student id number and the student's current school and EA unique code identification number at the time of testing. Reports may be designed and developed for each assessment and/or each test year separately. All reports shall be submitted to the State for review and approval prior to distribution.

- a. The Contractor shall provide technical training, support, required programming and software, including installation and upgrading of proprietary software and programming, to the State necessary to furnish EAs with student scores and State approved reports. The software shall produce student scores in an easily updated electronic format. The Contractor shall provide written assurance of confidentiality and appropriate security measures to ensure student data is protected. All data security requirements as outlined in A.6.b and A.12.g shall be met for reporting.
- b. The Contractor shall work with the State and other State vendors to facilitate required services.
- c. The Contractor shall work with the State to score and report student scores from straggler documents. These late documents, submitted after deadlines established for summary data aggregation, shall be processed by the Contractor. The Contractor shall provide final student level reports as defined in A.15.j.(5) in both printed and online formats. The student data from straggler documents shall be made available for ad hoc reporting but shall not be included in

summary reports.

- d. The Contractor shall be responsible for shipping all printed student level reports and labels with parent brochures at a 1:1 ratio to each EA, State special school, private school, and the State. Reports for home school students shall be sent to EA Testing Coordinators and/or the State Home School Coordinator. Printed reports shall be organized and packaged according to State specifications.
- e. The Contractor shall be responsible for compliance with the confidentiality provisions defined in E.6, the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, 34 CFR § 99, the National School Lunch Act 42 USC 1758 (b) (2) (c), T.C.A. § 49-1-Chapter 7, and any other State or federal laws, rules, or policies intended to protect individual privacy in all cases. These data shall only be included in data files provided to the State. In addition, the protection of pupil confidentiality shall uphold the ethics procedures that are usual and customary within the profession.
- f. The Contractor shall provide a web-based online reporting and report delivery system. The system shall meet the same specifications and support requirements of other online products as defined in section A.12.e. Static reports shall be designed to meet State and federal reporting requirements and may be revised as needed after each administration. Customized backer text may be included for each report.
- g. The online reporting and report delivery system shall provide the following programming:
 - (1) An online help section that provides users with a searchable database that can be used to answer most usability and technology questions. The help section shall include, but not be limited to: GTI, tutorials, user's guide, training materials, a quick reference guide, frequently asked questions, and links to State and other reference websites. Technical support service as defined in A.7.f shall be provided for the reporting delivery system. The customer support phone numbers and email addresses shall be posted in the help section.
 - (2) An administrative section that will allow State, EA, and school administrators to manage all user accounts within their authoritative domain. Provide security measures to include user hierarchy as defined in A.12.g.(7). This section shall include usage reporting to indicate when/if users have logged in and what reports they have viewed, downloaded, or created.
 - (3) A downloads section that will allow users to download all data and reports to their desktop or CD based upon user security level.
 - (4) A notification section that will allow the Contractor and the State to post information concerning the reports for users to view and/or print. The State issues an embargo on certain data until its official release by the State; this notice and others may be posted on the web-site.
 - (5) All electronic files and web-based programming shall be compatible with Windows and Macintosh applications as specified in A.12.e. The Contractor shall provide the State with technical specifications required for any online applications.
 - (6) Final data shall be uploaded after Student Demographic Data Verification (SDDV) review, editing, and scoring have been completed. Data uploads shall be considered complete after EA staff have completed SDDV and State staff have completed editing and review using the EdTools platform.
 - (7) Interactive ad hoc reporting may be customized to allow users to select data based upon various criteria (including all subgroups and demographic data as defined in A.10.f.(2)iv and create custom reports for use in activities including but not limited to: re-rostering for future classes, student intervention, school improvement plans, and federal reporting requirements.
 - (8) Each customized report, as it is viewed on the screen, will be capable of rendering in a

.pdf format through a print function. The customized report may be printed in hard copy or downloaded to the desktop or CD.

- (9) The online reporting system shall maintain an archive of data from previous administrations for the life of the Contract. Interactive reporting shall allow for users to access archived data in the creation of custom reports. All reports created using the online reporting system shall be archived for future retrieval.
 - (10) The Contractor shall work with the State and the State's previous assessment vendor to transition historical .pdf reports and data files. The online reporting system shall provide historical .pdf reports and available data files in a separate archive. There is no expectation that such data shall be available for interactive reporting.
 - (11) The online reporting system archive with limited technical support shall remain available until the end of the test year following the end of the Contract, (through June 30, 2022).
- h. Report designs shall be reviewed by the State and the Contractor at a minimum of once per test year. The Contractor shall make any required changes to report design, including but not limited to modification of data presentation, backer text, and/or creation of new reports, to meet State needs and/or federal guidelines.
 - i. Technical Report – The Contractor shall develop, produce and provide a technical report for each assessment as defined in section A.9.x. The Contract shall design the technical report in collaboration with the State. The technical report shall be supplied in both PDF and Microsoft Word, appendixes containing data may be provided in Microsoft Excel or other agreed upon data software. The Technical Report shall be submitted to the State electronically for review and approval. Any discrepancies are to be immediately adjusted by the Contractor at the Contractor's expense to the State's satisfaction. Five electronic copies on CD and five bound paper copies of each technical report shall be submitted to the State after final approval.
 - j. The Contractor shall provide customized Student, Teacher/Class, School, EA, and State level reports including but not limited to the following:
 - (1) The Contractor shall include certain common information on all reports including but not limited to: report name, time of administration (i.e. Spring 2017) and/or test date, assessment name, content area, test form, including modified version if applicable, teacher name, school name and EA name. Separate reports may be required for Performance Standards and/or State accountability as defined in A.4.jj.
 - (2) The data from test-takers shall be aggregated together at the school, EA, and State levels for operational tests. The Contractor shall use encryption to ensure security of the assessments and all student information entered through the program online.
 - (3) Reports shall include scoring information for all selected and constructed response items.
 - (4) The Contractor shall assist the State in the composition of a response to any challenges to student scores, scoring rubrics, and/or scoring methodologies after reports are made public.
 - (5) Student Level Reports – The Contractor shall produce and distribute student level reports that include, but are not limited to, raw scores, scale scores, academic cluster, standard, domain and/or reporting category information and performance levels for each content area. Scores must be displayed both numerically and graphically with written explanations.
 - i. Student label – Pre-printed label for student permanent record indicates scale score for Performance Standards as defined in A.4.jj, student's scale score, achievement level, and number correct for each content area. Includes student name, date of birth (DOB), ID number, class identifier and grade level. Labels shall be provided on sheets and sorted at a minimum of content area by teacher. Labels shall be provided in .pdf in the online reporting system for printing at the school and EA level. Labels

shall be standard size and specifications of the labels will be provided with instructions for printing.

- ii. Individual Student Report (ISR) – Pre-printed report forms on which student’s scores are reported. Reports shall include student name, ID number, DOB, other special codes as required by the State, content area, test form, including modified version if applicable, test administration, grade level, class identifier, teacher name, school name, EA name, number correct, scale score, overall Performance Standards as defined in A.4.jj, and reporting category performance by content area. Reports will include graphic representation of student performance in each Reporting Category with overall achievement level and performance in comparison to a proficient student. Text shall provide information regarding student areas of proficiency or needed improvements in categories to be defined in collaboration with the State.
 - iii. Student Response Reports (SRR) – The Contractor shall create student level reports of student responses to test items. These reports shall not include response information for field test or linking items. The Contractor shall collaborate with the State to provide a booklet of released items for each grade level and/or content area assessment. Released items shall not include items used for field testing or linking. Items related to passages or other stimuli that cannot be released due to copyright restraints shall not be included. The Item Release Booklet and student response reports shall be provided in .pdf on the online reporting system and in hard copy to be given to parents.
- (6) Summary Reports – The Contractor shall work with the State to develop and produce summary reports at the school, EA and State level. Summary reports shall contain scores for each content area at the standard and domain levels. Summary reports shall include but not be limited to:
- i. Class performance roster – School level reports which summarize the results of the ISRs for all students tested, absent, and/or exempt for a teacher/class (per header). Student names sorted alphabetically with raw score, scale score, and Performance Standards as defined in A.4.jj. PDF print-on-demand online reports shall provide student performance in each reporting category graphically and numerically. Teacher, school, and EA average percent proficient shall be provided per reporting category. Static .pdf reports shall include number of students tested, absent, exempt (medically or EL), nullified, refusal/did not attempt and student grade level. Interactive online ad hoc reports will allow for the creation of custom student rosters that will allow teachers the following year to view their students’ test scores and responses.
 - ii. Response roster – Reports which provide the average percent correct at the class, school, EA, and State levels to align with the Item Release Booklets and SRRs. Separate reports shall be provided at the class, school, EA and State levels. Reports shall be provided in .pdf and posted to the online reporting system.
 - iii. Performance summaries – Reports containing school, EA and/or State n-counts, average raw score, scale score and Performance Standards as defined in A.4.jj. Multiple reports may be required to accurately and clearly provide all available performance data at each level. PDF print-on-demand online reports shall provide analysis of proficiency in each reporting category including but not limited to percent of students, schools, and/or EAs proficient/advanced by performance level. Summary information will be provided by teacher within each school, for each school overall, the schools within each EA, each EA overall, and for the State overall. Class/teacher, school, and EA average percent by performance level shall be provided graphically and numerically by reporting category and for the content area overall. Static pdf reports shall include number of students tested, absent, exempt (medically or EL), nullified, refusal/did not attempt and student grade level. Performance level summary report information shall include graphic representation and explanation of all students per content area in each performance level for each school and EA. Students will be

listed alphabetically by performance level per content area with number correct and scale score on class and/or school level reports. Absent, exempt (medically or EL), nullified, refusal/did not attempt students shall be listed separately. Students shall not be listed at the EA or State level. Separate reports shall be provided at the class, school, EA and State levels. Interactive online ad hoc reports will allow for the creation of custom summary reports for use in school improvement planning, teacher evaluations, teacher mentoring, school teams and other reporting as needed.

- iv. Disaggregation summaries – Reports containing average percent of students by performance level by reporting category in various groups of students based on demographic variables as defined in section A.10.f.(2)iv including but not limited to: gender, race, ethnicity, disability category, EL status, accommodation usage, migrant, and any other category collected from student accountability demographic data. Interactive online ad hoc reports will allow for the creation of custom summary reports that may be sorted on any single or combination of available demographic categories for use in various analyses and for various purposes, including, but not limited to, school improvement planning and other State or federal reporting. Separate reports shall be provided at the school, EA and State levels.

(7) Electronic Student Data Files – The Contractor shall:

- i. Provide the State an electronic comprehensive data file (CDF) containing the complete record of student demographic, item response, and score data of all students to be aggregated by content area for each school, EA, and the State. Files shall be delivered on agreed upon timelines as established in the Annual Work Plan. The CDF shall contain student data in a format which enables data to be disaggregated by any and all fields on the student demographic form. Statewide summary data will also include student response array and item statistics.
- ii. Draft a layout for this file for State approval. The Contractor shall work with the State to define data elements and field lengths for all files. Prior to submission to the State, the Contractor is responsible for checking to ensure that all files are consistent and accurately reflect the data provided on reports.
- iii. Post the CDF to the secure SharePoint or SFTP website (A.6.a) for review and approval by the State. A final CDF shall be posted to the secure SharePoint or SFTP website after written approval by the State Psychometrician. The Contractor shall provide five copies of the final CDF via CD shipped to the State and the State Psychometrician via certified carrier.
- iv. Separate files shall be provided for each assessment, content area and administration. A comprehensive file shall be provided for each assessment, content area and administration at the end of the test year and delivered on timelines established in the Annual Work Plan.
- v. Provide data files for the EAs via the online reporting system. Data files shall download raw data in a format approved by the State, i.e. csv, HTML, XML, or text. The EA data files shall be an abbreviated form of the State CDF and shall contain the student records for all students in the EA. EA data files shall provide data for each student by school. Item data shall not be included in the EA data files. The State shall approve the file format and layout.
- vi. Check the accuracy and consistency of all student level data on data files before submission to the State. This includes but is not limited to:
 - 1) Ensuring all students tested are included,
 - 2) Ensuring that all demographic fields are included and are accurate reflections of the test answer documents,
 - 3) Braille and Large Print, student records are coded correctly,

- 4) All data is included accurately in the printed reports and data files, and
- 5) All absentee, exempt (medically or EL), nullified, and/or refusal/did not attempt records are included appropriately in the data.
- 6) The State will independently verify the consistency and accuracy of the data files. Any discrepancies are to be immediately adjusted by the Contractor at the Contractor's expense to the State's satisfaction.

(8) Interpretive Guides – The Contractor shall:

- i. Develop, print, and distribute parent brochures for interpretation of individual student score reports as defined in A.10.e.(4),
 - ii. Provide comprehensive guides as defined in A.10.e.(4) that are clear and easily understood by students, parents, teachers, and administrators,
 - iii. Provide assistance to the State and EAs on the interpretation and use of summary test results for program evaluation and accountability,
 - iv. Provide all thumbnails, graphics, and other content to the State for use in training materials in original format, and
 - v. Post guides in the help section of the online reporting program.
- k. The Contractor shall provide customized reports on paper, .pdf, CD, and/or online format for each assessment based upon the following report matrix:
- (1) Student Level Reports – One paper copy with post-test parent brochure, and pdf print-on-demand via online reporting.
 - (2) Student Label – One paper copy (on sheets) and pdf print-on-demand via online reporting.
 - (3) School Level Reports – One copy of each Roster and all Summaries at school level and 1 copy of each Class Report and Summary at EA level pdf print-on-demand, and interactive ad hoc reports via online reporting.
 - (4) EA Level Reports - One copy each of Class Rosters, all School and EA Summaries at EA level and one copy of each EA Summary at State level pdf print-on-demand, and interactive ad hoc reports via online reporting.
 - (5) State Level Reports – One copy of each School and EA Summary Report and the State Summary at State level pdf print-on-demand, and interactive ad hoc reports via online reporting

A.16. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.17. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
A.6. Administration Activities	
A.6.a. Annual Work Plan	Per Work Plan
Year 1	

Goods or Services Description	Amount (per compensable increment)
Year 2	
Year 3	
Year 4	
Year 5	
A.6.a Annual Work Plan Review	Per Meeting
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.7. Operations Management	
A. 7. a-e. Operations Management (includes administrative tasks, continuity activities, management meetings)	Per Assessment Per Content Area Per Administration
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.7.f. Technical Support Services (includes documentation and training for all online functions defined in A.12 and reporting defined in A.15)	Per Application Per Assessment Per Admin
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8. Development Activities	
A.8.b. Test Development (includes items, test form development, review and consultation with TDOE, Contractor owned)	Licensing Fee Per Form
Year 1	
Year 2	
Year 3	

Goods or Services Description	Amount (per compensable increment)
Year 4	
Year 5	
A.8.c. Test Specifications (includes full item specifications A.8.d)	Per Assessment Per Admin
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e.(1) Alignment Study	Per Report
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e. (1) Additional Alignment Studies	Per Hour
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e (2)-(3) Item Development New & Significantly Modified	Per Item
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e (2)-(3) Item Development New & Significantly Modified (State owned)	Per Alternative Item
Year 1	
Year 2	
Year 3	
Year 4	

Goods or Services Description	Amount (per compensable increment)
Year 5	
A.8.e(3)viii-xvi Passage/Item Review Meetings(for State owned items)	
A.8.e(3)viii-xvi Small Meeting (1 day)	Per Meeting (content area/grade group)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e(3)viii-xvi Small Meeting (2-3 days)	Per Meeting (content area/grade group)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e(3)viii-xvi Small Meeting (4 days)	Per Meeting (content area/grade group)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e(3)viii-xvi Large Meeting (1 day)	Per Meeting (content area/grade group)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e(3)viii-xvi Large Meeting (2-3 days)	Per Meeting (content area/grade group)
Year 1	
Year 2	
Year 3	

Goods or Services Description	Amount (per compensable increment)
Year 4	
Year 5	
A.8.e(3)viii-xvi Large Meeting (4 days)	Per Meeting (content area/grade group)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e(3) xiii Virtual Meeting	Per Meeting
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e(3) xiii Virtual Reviews	Per Item Reviewed
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e(3)xvii Sight Reviews	
A.8.e(3)xvii Ink Print/Braille (1 day)	Per Meeting (content area/grade group)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e(3)xvii Ink Print/Braille (2-3 days)	Per Meeting (content area/grade group)
Year 1	
Year 2	
Year 3	
Year 4	

Goods or Services Description	Amount (per compensable increment)
Year 5	
A.8.e (4)i. Test Construction (custom - State owned)	Per Form
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.8.e.(4)iii Frameworks (includes Alt Design Patterns and Learning Frameworks)	Per set
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.9. Psychometric Activities	
A.9.a Equating Study	Per Report Per Grade and/or Content Area Per Year
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A. 9. a -b & v. Research Studies	Per Hour
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.9.r. Standard Setting (including the TAC mtg and correlation to previous assessment if necessary and the options for annual progress measure first year)	Per Grade and/or Content Area
Year 1	
Year 2	
Year 3	

Goods or Services Description	Amount (per compensable increment)
Year 4	
Year 5	
A.9.s. TAC Meetings (4-10 participants) 1-2 days	Per Meeting
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.9.x. Technical Report (including all equating procedures & results, calibration, scaling, reliability & validity, item analysis and alignment)	Per Assessment (includes electronic version, CDs and hard copies)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.9.y. Comparability Study	Per Report
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10 Assessment Materials	
A.10.b Training Meetings and Materials	
A.10.b. (1) Instructional Materials for Training EA Coordinators	Per Set
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.b.(2) Instructional Materials for Training School Coordinators	Per Set
Year 1	
Year 2	

Goods or Services Description	Amount (per compensable increment)
Year 3	
Year 4	
Year 5	
A.10.b. (1 & 2) Training Meetings	Per Location
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.b. (3) Materials for Regional Meetings	Per Set
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.b. (3) Regional Meetings	Per Location
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.c Preparation Materials	
A.10.c.(1) Item Samplers	Per Grade/Content Area /Assessment
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.c.(2) Practice test - Development (include electronic version & teacher directions)	Per Test
Year 1	
Year 2	

Goods or Services Description	Amount (per compensable increment)
Year 3	
Year 4	
Year 5	
A.10.c.(2) Practice Test Book	Per Book
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.c.(2) Large Print Practice Test	Per Test
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.c.(2) Braille Practice Test	
A.10.c.(2) Development (include electronic version & teacher directions)	Per Grade/Content Area /Assessment
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.c.(2) Braille Practice Test Book	Per Test
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.c.(2) iii Audio practice test development (master)	Per Grade/Content Area /Assessment
Year 1	
Year 2	

Goods or Services Description	Amount (per compensable increment)
Year 3	
Year 4	
Year 5	
A.10.c.(2) iii Audio Practice Test CD	Per CD
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.d Modified Materials	
A.10.d.(1) Braille Test Development	Per Grade/Content Area /Assessment
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.d.(1) i Braille audio development (master)	Per Grade/Content Area /Assessment
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.d.(1) Braille Test Book	Per Test
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.d.(1) i Braille audio CD	Per CD set/student
Year 1	
Year 2	
Year 3	

Goods or Services Description	Amount (per compensable increment)
Year 4	
Year 5	
A.10.d.(2) Large Print Test Book	Per Test
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.e. Administrative Materials	
A.10.e.(1) Test Administration Manual Development (include web optimized pdf version)	Per Manual
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.e.(1) Test Administration Manual (TAM)	Per Manual (printed)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.e.(2) Teacher Directions (web optimized pdf version)	Per Directions
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.e.(2) Teacher Directions	Per Directions (printed)
Year 1	
Year 2	
Year 3	

Goods or Services Description	Amount (per compensable increment)
Year 4	
Year 5	
A.10.e.(3) Test Administration Group (TAG) Header	All Assessments Per Header
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.e.(4) Comprehensive GTI (includes development and web optimized pdf version)	Per Assessment
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.e.(4) Parent Brochure	Per Brochure
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.f. Assessment Materials	
A.10.f.(1-2) Student Test Booklets (includes student demographic page)	Per Test Booklet
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.10.f.(1) Student Test Booklets (contractor comprehensive shelf price, includes development and ancillaries)	Per Student
Year 1	

Goods or Services Description	Amount (per compensable increment)
Year 2	
Year 3	
Year 4	
Year 5	
A.11 Packaging and Distribution	
A.11 Packaging and Distribution	Per LEA/ Per Assessment/Admin
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.11 Packaging and Distribution	Per School/ Per Assessment/Admin
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.12. Data Management	
A.12. Custom programming	Per Hour
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.12. Website Hosting	Per Application/Month
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.12.a(5). Enrollment Setup (includes website setup & customization, support documentation and training as specified in A.12.h)	Per Assessment

Goods or Services Description	Amount (per compensable increment)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.12.a(5). Enrollment Support & maintenance (includes data upload from state/systems)	Per Assessment/Admin
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.12.a(6). Pre-Coding Setup (includes website setup & customization, support documentation and training as specified in A.12.h)	Per Assessment
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.12.a(6). Pre-coding Support & maintenance (includes data uploads, pre-coding and reviews)	Per Assessment/Admin
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.12.a(6). Pre-ID labels	Per Student
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	

Goods or Services Description	Amount (per compensable increment)
A.12.a(7). Inventory Management Setup (includes website setup & customization, support documentation and training as specified in A.12.h)	Per Assessment
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.12.a(7). Inventory Management Support & maintenance	Per Assessment/Admin
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.13. Assessment Processing	
A.13. Assessment Processing (includes scanning, editing, SR scoring, and reporting)	Per Content Area/ Assessment/Admin
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.14. Assessment Scoring	
A.14. Assessment Scoring (includes key validation, scoring of all item types, data collection, and document retention)	Per Content Area/ Assessment/Admin
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.15. Reporting Activities	

Goods or Services Description	Amount (per compensable increment)
A.15.a-g. Online Reporting Setup (includes report customization)	Per Assessment/Admin
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.15.a-g. Online Reporting Support and Maintenance (includes training (as defined in A.12.h) and posting of all reports)	Per Assessment/Admin
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.15.j.(5) Student Reports	Per Student
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.15.j (5) Student Labels	Per Student
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
A.15.j (7) Comprehensive Data Files (CDF)	Per Admin
Year 1	
Year 2	
Year 3	
Year 4	

Goods or Services Description	Amount (per compensable increment)
Year 5	

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tennessee Department of Education
Office of Assessment Logistics
Andrew Johnson Tower – 10th Floor
710 James Robertson Parkway
Nashville, TN 37243
615.741.0720

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Department of Education & Division of Data and Research;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Deborah Sauberer, Executive Director
Office of Assessment Logistics
Tennessee Department of Education
Andrew Johnson Tower – 10th Floor
710 James Robertson Parkway

Nashville, TN 37243
 deb.malone-sauberer@tn.gov
 Telephone # 615.741.0720
 FAX # 615.532.7510

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional

terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal

Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract

providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired

member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A and B;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the

confidentiality of such material or information in conformance with applicable state and federal law.

- E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.4. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add items that are needed and within the Scope but were not included in the original Contract. Such items will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.
- a. After the Contractor receives a written request to add items the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:
 - (1) The effect, if any, of adding the items on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new items; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new items.
- E.5. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.6. Federal Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Federal Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) (“FERPA”). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the “Data Accessibility, Transparency and Accountability Act,” and any accompanying administrative rules or regulations (collectively “DATAA”). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.8. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 33111-00816 (Attachment 6.2 – Section B, Item Reference B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.9. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.10. Liquidated Damages. If a failure to meet deadlines as established in the Annual Work Plan, inaccurate calculations resulting from errors on the part of the Contractor, or failure or partial performance of any term or provision of the Contract occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment B and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

- E.11. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The

Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- E.12. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

CANDICE MCQUEEN, COMMISSIONER **DATE**

ATTACHMENT A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

**ATTACHMENT B
LIQUIDATED DAMAGES**

PRODUCT DESCRIPTION	Cost per State work day
A.6. Administration Activities	
A.6.a. Annual Work Plan	\$25,000.00
A.6.a Annual Work Plan Review	\$25,000.00
A. 7. Operations Management	
A. 7. a-e. Operations Management (includes administrative tasks, continuity activities, management meetings)	\$10,000.00
A.7.f. Technical Support Services	\$50,000.00
A.8. Development Activities	
A.8.b. Test Development (Contractor owned)	\$25,000.00
A.8.c. Test Specifications (includes full item specifications A.8.d)	\$25,000.00
A.8.e.(1) Alignment Study	\$25,000.00
A.8.e. (1) Additional Alignment Studies	\$10,000.00
A.8.e (2)-(3) Item Development New & Significantly Modified	\$25,000.00
A.8.e(3)viii-xvi Passage/Item Review Meetings	\$10,000.00
A.8.e(3)xvii Sight Reviews	\$10,000.00
A.8.e (4)i. Test Construction (custom - State owned)	\$25,000.00
A.8.e.(4)iii Frameworks (includes Alt Design Patterns and Learning Frameworks)	\$25,000.00
A.9. Psychometric Activities	
A.9.a Equating Study	\$25,000.00

PRODUCT DESCRIPTION	Cost per State work day
A. 9. a -b & v. Research Studies	\$10,000.00
A.9.s. Standard Setting	\$25,000.00
A.9.t. TAC Meetings (4-10 participants) 1-2 days	\$15,000.00
A.9.y. Technical Report	\$50,000.00
A.9.z. Comparability Study	\$15,000.00
A.10 Assessment Materials	
A.10.b Training Meetings and Materials	\$5,000.00
A.10.b. (3) Regional Meetings	\$5,000.00
A.10.c Prepration Materials	
A.10.c.(1) Item Sampler	\$15,000.00
A.10.c.(2) Practice test - Development (include electronic version & teacher directions)	\$15,000.00
A.10.c.(2) Practice Test Book	\$25,000.00
A.10.c.(2) Large Print Practice Test	\$25,000.00
A.10.c.(2) Braille Practice Test	
A.10.c.(2) Braille Practice Test Development (include electronic version & teacher directions)	\$25,000.00
A.10.c.(2) Braille Practice Test Book	\$25,000.00
A.10.c.(2) iii Audio practice test development (master)	\$15,000.00
A.10.c.(2) iii Audio Practice Test CD	\$15,000.00
A.10.d Modified Materials	
A.10.d.(1) Braille Test Development	\$25,000.00

PRODUCT DESCRIPTION	Cost per State work day
A.10.d.(1) i Braille audio development (master)	\$25,000.00
A.10.d.(1) Braille Test Book	\$25,000.00
A.10.d.(1) i Braille audio CD	\$25,000.00
A.10.d.(2) Large Print Test Book	\$25,000.00
A.10.e. Administrative Materials	
A.10.e.(1) Test Administration Manual Development (include web optimized pdf version)	\$25,000.00
A.10.e.(2) Teacher Directions (web optimized pdf version)	\$25,000.00
A.10.e.(3) Test Administration Group (TAG) Header	\$25,000.00
A.10.e.(4) Comprehensive GTI (includes development and web optimized pdf version)	\$25,000.00
A.10.e.(4) Parent Brochure	\$25,000.00
A.10.f. Assessment Materials	
A.10.f.(1-2) Student Test Booklets (includes student demographic page)	\$50,000.00
A.10.f.(1) Student Test Booklets (contractor comprehensive shelf)	\$50,000.00
A.11 Packaging and Distribution	
A.11 Packaging and Distribution	\$25,000.00
A.12. Data Management	
A.12. Custom programming	\$15,000.00
A.12. Website Hosting	\$25,000.00
A.12.a(5). Enrollment	

PRODUCT DESCRIPTION	Cost per State work day
A.12.a(5). Enrollment Setup (includes website setup & customization, support documentation and training as specified in A.12.h)	\$25,000.00
A.12.a(5). Enrollment Support & maintenance (includes data upload from state/systems)	\$25,000.00
A.12.a(6). Pre-coding	
A.12.a(6). Pre-Coding Setup (includes website setup & customization, support documentation and training as specified in A.12.h)	\$25,000.00
A.12.a(6). Pre-coding Support & maintenance (includes data uploads, pre-coding and reviews)	\$25,000.00
A.12.a(6). Pre-ID labels	\$25,000.00
A.12.a(7). Inventory Management	
A.12.a(7). Inventory Management Setup (includes website setup & customization, support documentation and training as specified in A.12.h)	\$25,000.00
A.12.a(7). Inventory Management Support & maintenance	\$25,000.00
A.13. Processing Activities	
A.13. Assessment Processing (includes scanning, editing, SR scoring, and reporting)	\$50,000.00
A.14 Scoring Activities	
A.14. Assessment Scoring (includes key validation, scoring of all item types, data collection, and document retention)	\$50,000.00
A.15. Reporting Activities	
A.15.a-g. Online Reporting Setup (includes report customization)	\$50,000.00

PRODUCT DESCRIPTION	Cost per State work day
A.15.a-g. Online Reporting Support and Maintenance (includes training (as defined in A.12.h) and posting of all reports)	\$50,000.00
A.15.j.(5) Student Reports	\$25,000.00
A.15.j (5) Student Labels	\$25,000.00
A.15.j (7) Comprehensive Data Files (CDF)	\$50,000.00