Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **March 30, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B8200158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Questar Assessment, Inc.** **4 Hardscrabble Heights** **Brewster, NY 10509** **smesmer@questarai.com**	TELEPHONE (800) 688-0120 x718 **Steve Mesmer** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-0325 **Angela Buren**
Contract Compliance Inspector: Joseph Martineau (517) 335-0567 **MI-Access – Michigan's Alternate Assessment Program** **Development, Communications, Distribution, Scoring, and Reporting-Department of Education**	
CONTRACT PERIOD: From: **May 16, 2008** To: **May 15, 2013**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

NATURE OF CHANGE(S):

Effective May 15, 2011, the State hereby exercises the two, one-year options on this Contract. The revised Contract expiration date is May 15, 2013.

Additionally, funds in the amount of $7,234,976.00 are hereby ADDED to this Contract.

NOTE: The DTMB Buyer for this Contract is changed to Angela Buren (517) 373-0325.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request, Contractor agreement, Ad Board approval on 4/19/11, and DTMB/Purchasing Operations' approval.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $17,488,639.00

Contract No. 071B8200158
Change Notice No. 2
Signature Block

FOR THE CONTRACTOR:	**FOR THE STATE:**
Questar Assessment, Inc.	
Firm Name	Signature
	Natalie Spaniolo, Acting Director
Authorized Agent Signature	Name/Title
	DTMB - Purchasing Operations
Authorized Agent (Print or Type)	Division
Date	Date

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

January 29, 2009

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B8200158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Questar Assessment, Inc.** **4 Hardscrabble Heights** **Brewster, NY 10509** **mcothran@questarai.com**	TELEPHONE (952) 997-0744 **Melissa Cothran** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-3768 **Lance Kingsbury**
Contract Compliance Inspector: Joseph Martineau (517) 335-0567 **MI-Access – Michigan's Alternate Assessment Program** **Development, Communications, Distribution, Scoring, and Reporting-Department of Education**	
CONTRACT PERIOD: From: **May 16, 2008** To: **May 15, 2011**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

NATURE OF CHANGE(S):

This Contract is hereby REDUCED by $1,466,337.00 (see attachments for request detail). The tasks described for Professional Development/Communication/Accommodation in section 1.104.D (pages 37-52) of this contract are removed and will be the responsibility of another Contractor. In addition, the contract change requests numbered 2008-01 through 2008-04 shall also be incorporated.

NOTE: The DMB Buyer for this Contract is changed to Lance Kingsbury (517) 241-3768.

All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: $10,253,663.00.

Al-FXI

QUESTAR ASSESSMENT, INC.
FORMERLY TOUCHSTONE APPLIED SCIENCE ASSOCIATES, INC.™

Corporate Headquarters
P.O. Box 382
4 Hardscrabble Heights
Brewster, NY 10509-0382
Corporate (845) 277-8100
Fax: (845) 277-8115
www.QuestarAI.com

September 4, 2008

Mr. Joseph Martineau
Michigan Department of Education
Office of Educational Assessment and Accountability
608 W. Allegan Street
P.O. Box 30008
Lansing, Michigan 48909

Re: Contract #071B8200158
Change Control Request 2008-01

Dear Joseph:

The State of Michigan OEAA requests Questar Assessment Inc (Questar) provide the following change in services:

RATIONALE FOR CCR

The current contract with Mi-Access does not include the cost of Assessment Administration Booklets (Manuals) for Braille. Further, the work necessary to perform the reader scripts is significantly less than originally planned. In the Printing, Distribution, Scoring, and Reporting Pricing List, it is recommended that the per reader script rates be reduced to reflect an average of 48 pages per reader script, and two line items be created for the design and composition of the Assessment Administration Booklets for Braille. Therefore, the attached revised Printing, Distribution, Scoring, and Reporting Pricing List spreadsheet lists the revised lines 47 and 57 rates plus the addition of lines 46a and 56a.

Any approved printing of these booklets will utilize the appropriate rates from lines 81 and 82 of the referenced pricing list for grades 3 through 8, or lines 101 and 102 for high school.

PROJECTED CONTRACT IMPACT

Based on the original quantity estimates of the contract these changes represent a projected reduction in the contract in the amount of ($35666)

The calculated per line changes over the life of the contract are as follows:

	08/09	09/10	10/11	TOTAL
REDUCTIONS				
Line 47 Fall Reader Scripts	(13258)	(13188)	(13034)	(39480)
Line 57 Spring Reader Scripts	(2841)	(2826)	(2793)	(8460)
ADDITIONS				
Line 46a Fall Braille Adm. Manuals	3206	3360	3542	10108
Line 56a Spring Braille Adm. Manuals	687	720	759	2166
Total CCR 2008-01	(12206)	(11934)	(11526)	(35666)

Revision 1 to Appendix V provides details of these charges.

Please provide your signature below to approve this change and return to Andrew L Simon, P O. Box 382 Brewster, New York 10509. We understand that upon your approval, you will provide this Request to DMB Acquisition Services and the change Control Request will be incorporated formally into the contract visa a Change Order.

Sincerely,

Andrew L Simon
Chairman

ALS/dcm

cc: S Trent
L. Straley
A. Place
A. Gat
V Dean
J. Griffiths
S. Belchak

Approved By:

Joseph Martineau Interim Executive Director Michigan Dept of Education

9-4-08
Date

al-FYI

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September 17, 2008

Mr. Joseph Martineau
Michigan Department of Education
Office of Educational Assessment and Accountability
608 W. Allegan Street
P.O. Box 30008
Lansing, Michigan 48909

Re: **Contract #071B8200158**
Change Control Request 2008-02

Dear Joseph:

The State of Michigan OEAA requests Questar Assessment Inc (Questar) provide the following change in services:

RATIONALE FOR CCR

- Number of passages increased from amount budgeted in order to ensure sufficient replenishment of passages in the item bank.
- OEAA chose to implement QAI's "Option 2" for item development as outlined in QAI's proposal; therefore, the number of days needed for onsite training decreased. In addition, the number of item writers needed to develop items was decreased. These changes have resulted in an overall cost savings to the state.
- OEAA decided to standardize item writer payment across all assessment programs, including MI-Access, from a per day stipend to a per item accepted policy, which was not reflected in the original budget. Questar will have to track/process payment for each item; therefore, an administrative fee will be assessed.
- Criteria for item approval is provided in the attached Exhibit A.

PROJECTED CONTRACT IMPACT

Based on the changes in item development activities, there is a projected reduction in the contract in the amount of ($342,538).

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September 9, 2008

Dr. Joseph Martineau
Michigan Department of Education
Office of Educational Assessment and Accountability
608 W Allegan Street
P.O Box 30008
Lansing, Michigan 48909

Re: Contract #071B8200158
Change Control Request 2008-03

Dear Joseph:

The State of Michigan OEAA requests Questar Assessment Inc (Questar) provide the following change in services:

RATIONALE FOR CCR

The Modified Full Independence (MFL) project is a result of a grant received by the Michigan Department of Education to explore the use of the current MEAP assessments but based on modified achievement standards to be used by a distinct group of students whose disabilities make taking the state's regular tests (MEAP) or the state's alternate assessments based on alternate achievement standards inappropriate for these students. The current contract with MI-Access does not include the cost for the assistance of Sheila Potter, AEC, and Cheeney Media Concepts 2 (CMC2) with the Modified Full Independence project work.

Sheila Potter will work with the state's MFL Grant Project manager in a consultation role to work out various ideas plus develop and review an overall plan. AEC will provide to provide independent grant evaluation, and CMC2 will work with the MFL Grant Project Director to develop and update two on-line learning programs

The two online learning programs will include one 16 module online learning program for ensuring access to Michigan's English language arts and mathematics grade level content expectations plus an online learning program for training of trainers in the use of the new MFL assessment. Due to budget restrictions one each of the programs will be created in each of the first two year then both will be updated in the third year.

PROJECTED CONTRACT IMPACT

This represents an increase in the contract in the amount of $344,810, less $20,270 that has been paid to Questar outside of this contract, for a net contract increase $324,540.

The line changes over the life of the contract are as follows:

	O8/09	09/10	10/11	TOTAL
ADDITIONS				
Consultant (S Potter)	17,381	9,432	4,774	31,587
AEC	34,557	31,413	16,153	82,123
Create Online Learning Programs	84,600	79,000	N/A	163,600
Update Online Learning Programs	N/A	N/A	67,500	67,500
Less: Payment on invoices 73003758 and 73004193	(20,270)	-	-	(20,270)
Total CCR 2008-02	$116,268	$119,845	$88,427	$324,540

Invoices for work completed with these items will be separated from those related to the other MI-Access work of this contract.

Please provide your signature below to approve this change and return to Andrew L Simon, P.O. Box 382 Brewster, New York 10509 We understand that upon your approval, you will provide this Request to DMB Acquisition Services and the change Control Request will be incorporated formally into the contract visa a Change Order.

Sincerely,

Andrew L Simon
Chairman

ALS/dcm
cc: S Trent
L. Straley
A. Place
A Gat
V. Dean
B. Brown
S. Belchak

Approved By:

Joseph Martineau Interim Director, Office of Educational Assessment & Accountability
Michigan Dept of Education

9-9-08
Date

al-FYI

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www.QuestarAI.com

September 17, 2008

Mr Joseph Martineau
Michigan Department of Education
Office of Educational Assessment and Accountability
608 W Allegan Street
P.O Box 30008
Lansing, Michigan 48909

Re: Contract #071B8200158
Change Control Request 2008-04

Dear Joseph:

The State of Michigan OEAA requests Questar Assessment Inc (Questar) provide the following change in services:

RATIONALE FOR CCR

Shipping costs have changed for the following reasons:

1. Fall Program:

   Originally, fall shipping included two outbound shipments and 1 collection per district. All materials will now go out in one shipment. Although the cost per package will increase (due to weight), there will be a net savings because of the reduction in packages. OLD COST $7.69 – NEW COST $11.92.

2. Spring Program

   Originally, spring shipping included two outbound shipments and 1 collection per district. All materials will now go out in one shipment. Although the cost per package will increase (due to weight), there will be a net savings because of the reduction in packages. OLD COST $3.0447 – NEW COST $10.09

PROJECTED CONTRACT IMPACT

Based on the changes in shipping, there is a projected reduction in the contract in the amount of ($38,230).

The calculated per line changes appear on Revision #4 to appendix V:

Please provide your signature below to approve this change and return to Andrew L Simon, P.O. Box 382 Brewster, New York 10509. We understand that upon your approval, you will provide this Request to DMB Acquisition Services and the change Control Request will be incorporated formally into the contract visa a Change Order.

Sincerely,

Andrew L Simon
Chairman

ALS/dcm

cc: S Trent
L. Straley
A. Place
A. Gat
V Dean
J. Griffiths
S. Belchak

Approved By:

Joseph Martineau Interim Executive Director Michigan Dept of Education

9-30-08
Date

EXHIBIT A

Criteria for Approving Items Received from Michigan Educators
MIAccess 2008

- Item writer submits to Questar all items assigned by due date or negotiated date,
- Item measures the assigned Extended Grade Level Content Expectation (EGLCE) and Standard,
- Item does not violate in a grievous manner, any of the item-writing tenents presented during item-writer training,
- ELA items, when appropriate, are acceptably related to the passage they reference.
- When necessary, an item writer revises a returned item according to direction received from QAI editor and returns by specified date, and
- An item-writer's revised item can be edited with the same level of effort as any other item that has been received on the first pass from writers.

Appendix V - 071B8200158
MI-Access Item and Test Development Pricing List
Development During Academic Years 2007-08 thru 2010-11
All Quantities Are Estimates for Bidding Purpose Only. Contractor Must Get Written Approval for Quantities from MDE Before Beginning Tasks.
All prices are stand-alone. Any changes in quantities for any line item shall not effect that line item price/rate nor any other line item price/rate.

QUESTAR CONTRACT PRICING

LN	Description	Unit Type	Estimated Units Per Year: Quantity (A)	Units / Qty (B)	Total Units (C) = (A)*(B)	2007-08 Academic Year: Price Per Unit (D)	Estimated Sum [(C)*(E)]	2008-09 Academic Year: Price Per Unit (E)	Estimated Sum [(C)*(E)]	2009-10 Academic Year: Price Per Unit (F)	Estimated Sum [(C)*(E)]	2010-11 Academic Year: Price Per Unit (G)	Estimated Sum [(C)*(E)]	Estimated Contract Sum (Revised) [(C)]*[(D)+(E)+(F)+(G)]
10														
11														
12	**General Administration**													
13	Management Fees	yearly	1	1	1	$ 98,000.00	$98,000	$ 140,000.00	$140,000	$ 147,000.00	$147,000	$ 154,000.00	$154,000	$539,000
14	General Indirect Cost	yearly	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
15	Contract Reports	yearly	1	1	1			$ 26,460.00	$26,460	$ 31,311.00	$31,311	$ 32,032.00	$32,032	$89,803
16	Staff Participation in In-Person Meetings													
17	Indirect Costs (per Meeting)	Meeting	15	1	15	$ 102.86	$1,543	$ 102.86	$1,543	$ 102.86	$1,543	$ 102.86	$1,543	$6,171
18	En-route Cost (Meetings * Persons Traveling)	Prsn/mtg	15	8	120	$ 150.00	$18,000	$ 150.00	$18,000	$ 150.00	$18,000	$ 150.00	$18,000	$72,000
19	Daily Costs (Days of Meeting * Persons Traveling)	Prsn/day	40	8	320	$ 25.71	$8,229	$ 25.71	$8,229	$ 25.71	$8,229	$ 25.71	$8,229	$32,914
20	On-site assistants and MDE Staff Improvements (Pre-Approved Actual Cost)	actual cost			actual cost	$ -	$25,000	$ -	$75,000	$ -	$75,000	$ -	$75,000	$250,000
21	Equating/Scaling	yearly	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
22	Item Bank Maintenance	yearly	1	1	1	$ 8,330.00	$8,330	$ 15,610.00	$15,610	$ 17,125.50	$17,126	$ 18,711.00	$18,711	$59,777
23	Electronic Document Management Site	yearly	1	1	1	$ 9,030.00	$9,030	$ 9,030.00	$9,030	$ 9,481.50	$9,482	$ 9,933.00	$9,933	$37,475
24	Data Management and Transfer Between Vendor and State	yearly	1	1	1	$ 11,130.00	$11,130	$ 14,770.00	$14,770	$ 15,508.50	$15,509	$ 16,247.00	$16,247	$57,656
25	Network Management	yearly	1	1	1	$ 2,940.00	$2,940	$ 2,940.00	$2,940	$ 3,087.00	$3,087	$ 3,234.00	$3,234	$12,201
26	Independent Psychometric Review	yearly	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
27	Content Specialists	yearly	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
28	Staff Consultants	yearly	1	1	1	$ 16,800.00	$16,800	$ 65,660.00	$65,660	$ 62,181.00	$62,181	$ 62,216.00	$62,216	$206,857
29	**GENERAL ADMINISTRATION SUBTOTAL**						**$199,001**		**$377,241**		**$388,466**		**$399,144**	**$1,363,853**
30														
31														
32	**Item Development**													
33	Passages (must receive SRC and CAC approval)	passage	10	1	10	$ 868.00	$8,680	$ 952.00	$9,520	$ 999.60	$9,996	$ 1,047.20	$10,472	$38,668
34														
35	Item Writing Teams													
36	Per Meeting Administration Cost	meeting	24	1	24	$ 385.00	$9,240	$ 385.00	$9,240	$ 385.00	$9,240	$ 385.00	$9,240	$36,960
37	Item Writer Stipends	Prsn/Day	90	12	1,080	$ 100.00	$108,000	$ 100.00	$108,000	$ 100.00	$108,000	$ 100.00	$108,000	$432,000
38	Substitute Teacher Fee	Prsn/Day	45	4	180	$ 100.00	$18,000	$ 100.00	$18,000	$ 100.00	$18,000	$ 100.00	$18,000	$72,000
39	Attendee Costs (per Person Per Day)	Prsn/Day	90	4	360	$ 140.00	$50,400	$ 140.00	$50,400	$ 140.00	$50,400	$ 140.00	$50,400	$201,600
40														
41	Item Review and Editing (Items Must Receive SRC and CAC Approval for Field-Testing)	approved test item	1,250	1	1,250			$ 39.20	$49,000	$ 41.16	$51,450	$ 43.12	$53,900	$154,350
42														
43	Stand-Alone Passage Review By SRC and CAC													
44	Per Meeting Administration Cost	meeting	1	1	1	$ 1,540.00	$1,540	$ 1,540.00	$1,540	$ 1,540.00	$1,540	$ 1,540.00	$1,540	$6,160
45	SRC and CAC Non-Facilitator Stipends	Prsn/Day	8	2	16	$ 200.00	$3,200	$ 200.00	$3,200	$ 200.00	$3,200	$ 200.00	$3,200	$12,800
46	Substitute Teacher Fee	Prsn/Day	4	2	8	$ 100.00	$800	$ 100.00	$800	$ 100.00	$800	$ 100.00	$800	$3,200
47	Attendee Costs (per Person Per Day)	Prsn/Day	8	2	16	$ 140.00	$2,240	$ 140.00	$2,240	$ 140.00	$2,240	$ 154.38	$2,470	$9,190
48														
49	SRC and CAC Item Review													
50	Per Meeting Administration Cost	meeting	15	1	15			$ 364.00	$5,460	$ 364.00	$5,460	$ 364.00	$5,460	$16,380
51	SRC and CAC Facilitator Stipends	Prsn/Day	30	1	30			$ 400.00	$12,000	$ 400.00	$12,000	$ 400.00	$12,000	$36,000
52	SRC and CAC Non-Facilitator Stipends	Prsn/Day	30	7	210			$ 200.00	$42,000	$ 200.00	$42,000	$ 200.00	$42,000	$126,000
53	Attendee Costs (per Person Per Day)	Prsn/Day	30	8	240			$ 140.00	$33,600	$ 140.00	$33,600	$ 140.00	$33,600	$100,800
54														
55	Updating Item Bank - new/edited items, stats, and review decisions	yearly	1	1	1	$ 1,680.00	$1,680	$ 4,480.00	$4,480	$ 5,145.00	$5,145	$ 5,852.00	$5,852	$17,157
56	**ITEM DEVELOPMENT SUBTOTAL**						**$366,580**		**$349,480**		**$353,071**		**$356,934**	**$1,263,265**
57														
58														
59	**Test Form Development**													
60	Item Selection	yearly	1	1	1	$ 14,000.00	$14,000	$ 14,000.00	$14,000	$ 14,700.00	$14,700	$ 15,400.00	$15,400	$58,100
61	Test Form Design and Composition													
62	Per Form Costs	test form	115	1	115	$ 1,826.09	$210,000	$ 1,826.09	$210,000	$ 1,917.39	$220,500	$ 2,008.70	$231,000	$871,500
63	Per Page Costs	page	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
64	Proofing and Editing	test form	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
65												$ -		
66	Picture Cards Design and Composition	each	858	1	858	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
67	**TEST FORM DEVELOPMENT SUBTOTAL**						**$224,000**		**$224,000**		**$235,200**		**$246,400**	**$929,600**
68														
69														
70	**ESTIMATED CONTRACT TOTAL VALUE**						**$789,581**		**$950,721**		**$976,737**		**$1,002,478**	**$3,556,718**
71														
	Adjustment to Calculation Error						-$162,800		$0		$0		$0	$0
	Revised Estimated Contract Total Value (Before CCRs)						**$626,781**		**$950,721**		**$976,737**		**$1,002,478**	**$3,556,718**

Change Control Requests (CCRs)
2008-01 - Administration CCR
2008-02 Change Item Writing Stipends

	Quantity Adjustments													
33	Passages (must receive SRC and CAC approval)	passage	26	1	26	$ 868.00	$22,568	$ 952.00	$24,752	$ 999.60	$25,990	$ 1,047.20	$27,227	$100,537
37	Item Writer Stipends	Prsn/Day	-43	12	-516	$ 100.00	-$51,600	$ 100.00	-$51,600	$ 100.00	-$51,600	$ 100.00	-$51,600	-$206,400
37	Item Writer Stipends	Prsn/Day	47	-10	-470	$ 100.00	-$47,000	$ 100.00	-$47,000	$ 100.00	-$47,000	$ 100.00	-$47,000	-$188,000
38	Substitute Teacher Fee	Prsn/Day	-21	4	-84	$ 100.00	-$8,400	$ 100.00	-$8,400	$ 100.00	-$8,400	$ 100.00	-$8,400	-$33,600

Appendix V - 071B8200158

QUESTAR CONTRACT PRICING

MI-Access Item and Test Development Pricing List
Development During Academic Years 2007-08 thru 2010-11
All Quantities Are Estimates for Bidding Purpose Only. Contractor Must Get Written Approval for Quantities from MDE Before Beginning Tasks.
All prices are stand-alone. Any changes in quantities for any line item shall not effect that line item price/rate nor any other line item price/rate.

			Estimated Units Per Year			2007-08 Academic Year		2008-09 Academic Year		2009-10 Academic Year		2010-11 Academic Year		Estimated Contract Sum (Revised)
LN	Description	Unit Type	Quantity (A)	Units / Qty (B)	Total Units (C) = (A)*(B)	Price Per Unit (D)	Estimated Sum [(C)*(E)]	Price Per Unit (E)	Estimated Sum [(C)*(E)]	Price Per Unit (F)	Estimated Sum [(C)*(E)]	Price Per Unit (G)	Estimated Sum [(C)*(E)]	[(C)]*[(D)+(E)+(F)+(G)]
38	Substitute Teacher Fee	Prsn/Day	24	-2	-48	$ 100.00	-$4,800	$ 100.00	-$4,800	$ 100.00	-$4,800	$ 100.00	-$4,800	-$19,200
39	Attendee Costs (per Person Per Day)	Prsn/Day	-43	4	-172	$ 140.00	-$24,080	$ 140.00	-$24,080	$ 140.00	-$24,080	$ 140.00	-$24,080	-$96,320
39	Attendee Costs (per Person Per Day)	Prsn/Day	47	-2	-94	$ 140.00	-$13,160	$ 140.00	-$13,160	$ 140.00	-$13,160	$ 140.00	-$13,160	-$52,640
	New Line Items													
NEW	Item Payments and Processing	yearly	1	1	1	$ 5,600.00	$5,600	$ 5,880.00	$5,880	$ 6,174.00	$6,174	$ 6,483.00	$6,483	$24,137
NEW	Per Item Cost: Multiple Choice	item	1,109	1	1,109	$ 25.00	$27,725	$ 25.00	$27,725	$ 25.00	$27,725	$ 25.00	$27,725	$110,900
NEW	Per Item Cost: Constructed Response	item	141	1	141	$ 32.00	$4,512	$ 32.00	$4,512	$ 32.00	$4,512	$ 32.00	$4,512	$18,048
	2008-03 - MFL Project	yearly	1	1	1	$ -	$0	$ 31,668.00	$31,668	$ 40,845.00	$40,845	$ 20,927.00	$20,927	$93,440
	2008-04 - Administration CCR													
	Total Changes						**-$88,635**		**-$54,503**		**-$43,794**		**-$62,166**	**-$249,098**
	Revised Estimated Contract Total Value						**$538,146**		**$896,218**		**$932,943**		**$940,313**	**$3,307,620**

Appendix V - 071B8200158
MI-Access Printing, Distribution, Scoring and Reporting Pricing List
Test Cycle Pricing for Fall 2008 thru Spring 2011
All Quantities Are Estimates for Bidding Purpose Only. Contractor Must Get Written Approval for Quantities from MDE Before Beginning Tasks.
All prices are stand-alone. Any changes in quantities for any line item shall not effect that line item price/rate nor any other line item price/rate.

QUESTAR CONTRACT PRICING

LN	Description	Unit Type	Estimated Units Per Year: Quantity (A)	Units / Qty (B)	Total Units (C) = (A)*(B)	Fall 2008: Price Per Unit (D)	Fall 2008: Estimated Sum [(C)*(D)]	Spring 2009: Price Per Unit (E)	Spring 2009: Estimated Sum [(C)*(E)]	Fall 2009: Price Per Unit (F)	Fall 2009: Estimated Sum [(C)*(F)]	Spring 2010: Price Per Unit (G)	Spring 2010: Estimated Sum [(C)*(G)]	Fall 2010: Price Per Unit (H)	Fall 2010: Estimated Sum [(C)*(H)]	Spring 2011: Price Per Unit (I)	Spring 2011: Estimated Sum [(C)*(I)]	Estimated Contract Sum [(C)]*[(D)+(E)+...+(I)]
10																		
11	**General Administration**																	
12	Management Fees	test cycle	1	1	1	$ 192,500.00	$192,500	$ 192,500.00	$192,500	$ 202,125.00	$202,125	$ 202,125.00	$202,125	$ 212,231.25	$212,231	$ 212,231.25	$212,231	$1,213,713
13	General Indirect Cost (Cheeney Media)	year	1	1	1	$ 16,126.00	$16,126	$ -	$0	$ 12,887.00	$12,887	$ -	$0	$ 14,176.00	$14,176	$ -	$0	$43,189
14	Standard Setting (Per Meeting)	Meeting	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
15	Standard Setting - Science	Meeting	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
16	Standard Setting - Social Studies	Meeting	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
17	Standard Setting - ELA and Mathematics	Meeting	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
18	Administration Briefings (Per Meeting) (Do Not Include Staff Travel)	Meeting	12	1	12	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
19	Call Center	test cycle	1	1	1	$ 67,500.00	$67,500	$ 67,500.00	$67,500	$ 70,875.00	$70,875	$ 70,875.00	$70,875	$ 74,418.75	$74,419	$ 74,418.75	$74,419	$425,588
20	Contract Reports	test cycle	1	1	1	$ 3,500.00	$3,500	$ 3,500.00	$3,500	$ 3,675.00	$3,675	$ 3,675.00	$3,675	$ 3,850.00	$3,850	$ 3,850.00	$3,850	$22,050
21	Staff Participation in In-Person Meetings																	
22	Indirect Costs (per Meeting)	Meeting	8	1	8	$ 102.86	$823	$ 102.86	$823	$ 108.00	$864	$ 108.00	$864	$ 113.14	$905	$ 113.14	$905	$5,184
23	En-route Cost (Meetings * Persons Traveling)	Prsn/mtg	8	8	64	$ 175.18	$11,212	$ 175.18	$11,212	$ 183.94	$11,772	$ 183.94	$11,772	$ 192.70	$12,333	$ 192.70	$12,333	$70,633
24	Daily Costs (Days of Meeting * Persons Traveling)	Prsn/day	20	8	160	$ 30.40	$4,864	$ 30.40	$4,864	$ 31.92	$5,107	$ 31.92	$5,107	$ 33.44	$5,350	$ 33.44	$5,350	$30,643
25	On-site assistants and MDE Staff Improvement (Pre-approved actual cost)	actual cost			actual cost	$ -	$50,000	$ -	$25,000	$ -	$50,000	$ -	$25,000	$ -	$50,000	$ -	$25,000	$225,000
26	Equating/Scaling (test cycle)	test cycle	1	1	1	$ 72,000.00	$72,000	$ 18,000.00	$18,000	$ 75,600.00	$75,600	$ 18,900.00	$18,900	$ 79,200.00	$79,200	$ 19,800.00	$19,800	$283,500
27	INFORMATION SYSTEMS:																	
28	1) Imaging/Scanning System	test cycle	1	1	1	$ 27,090.00	$27,090	$ 5,390.00	$5,390	$ 28,444.50	$28,445	$ 5,659.50	$5,660	$ 29,799.00	$29,799	$ 5,929.00	$5,929	$102,312
29	2) Scoring System	test cycle	1	1	1	$ 21,140.00	$21,140	$ 6,300.00	$6,300	$ 22,197.00	$22,197	$ 6,615.00	$6,615	$ 23,254.00	$23,254	$ 6,930.00	$6,930	$86,436
30	3) Reporting System	test cycle	1	1	1	$ 53,740.00	$53,740	$ 18,760.00	$18,760	$ 55,427.00	$55,427	$ 19,348.00	$19,348	$ 57,114.00	$57,114	$ 19,936.00	$19,936	$224,325
31	Electronic Document Management Site	test cycle	1	1	1	$ 18,690.00	$18,690	$ 6,160.00	$6,160	$ 19,624.50	$19,625	$ 6,468.00	$6,468	$ 20,559.00	$20,559	$ 6,776.00	$6,776	$78,278
32	Item Information Tracking and Maintenance	test cycle	1	1	1	$ 11,340.00	$11,340	$ 3,220.00	$3,220	$ 11,907.00	$11,907	$ 3,381.00	$3,381	$ 12,474.00	$12,474	$ 3,542.00	$3,542	$45,864
33	Data Management and Transfer Between Vendor and State	test cycle	1	1	1	$ 2,940.00	$2,940	$ 2,940.00	$2,940	$ 3,087.00	$3,087	$ 3,087.00	$3,087	$ 3,234.00	$3,234	$ 3,234.00	$3,234	$18,522
34	Network Management	test cycle	1	1	1	$ 5,880.00	$5,880	$ 5,880.00	$5,880	$ 6,174.00	$6,174	$ 6,174.00	$6,174	$ 6,468.00	$6,468	$ 6,468.00	$6,468	$37,044
35	Independent Psychometric Review HummRo	test cycle	1	1	1	$ 52,800.00	$52,800	$ 13,200.00	$13,200	$ 41,328.00	$41,328	$ 10,332.00	$10,332	$ 45,496.00	$45,496	$ 11,374.00	$11,374	$174,530
36	PDCA Progress Reports	each	12	1	12	$ 170.00	$2,040		$0	$ 179.00	$2,148		$0	$ 188.00	$2,256		$0	$6,444
37	PDCA Management Meetings	meeting	12	1	12	$ 2,330.00	$27,960		$0	$ 2,447.00	$29,364		$0	$ 2,569.00	$30,828		$0	$88,152
38	PDCA Other Meetings / Conferences	meeting	6	1	6	$ 2,165.00	$12,990		$0	$ 2,273.00	$13,638		$0	$ 2,387.00	$14,322		$0	$40,950
39	PDCA Records and Minutes	each	1	1	1	$ 5,500.00	$5,500		$0	$ 5,775.00	$5,775		$0	$ 6,064.00	$6,064		$0	$17,339
40	**GENERAL ADMINISTRATION SUBTOTAL**						**$660,634**		**$385,248**		**$672,019**		**$399,383**		**$704,332**		**$418,077**	**$3,239,695**
41																		
42	**Preparing Accommodation Materials**																	
43	*Fall Grades 3-8*																	
44	Design and Compose Braille Versions	booklet	20	1	20	$ 736.00	$14,720			$ 773.00	$15,460			$ 812.00	$16,240			$46,420
45	Design and Compose Enlarged-Print Versions	booklet	20	1	20	$ 126.00	$2,520			$ 132.00	$2,640			$ 139.00	$2,780			$7,940
46	Reader Scripts or Assessment Administration Booklets for Braille:																	
47	English Reader Script (average of 64 pages per bklt)	booklet	14	1	14	$ 1,999.00	$27,986			$ 2,099.00	$29,386			$ 2,204.00	$30,856			$88,228
48	Audio Accommodation Masters:																	
49	General Audio Master creation (regardless of media format)	booklet	14	1	14	$ 1,811.00	$25,354			$ 1,902.00	$26,628			$ 2,191.00	$30,674			$82,656
50	CD Master (rate only dependent on General Audio Master work occurring)	booklet	14	1	14	$ 165.00	$2,310			$ 173.00	$2,422			$ 182.00	$2,548			$7,280
51	Master specific for audio cassette duplication (rate only dependent on General Audio Master work occurring)	booklet	14	1	14	$ 273.00	$3,822			$ 287.00	$4,018			$ 301.00	$4,214			$12,054
52																		$0
53	*Spring Grade 11*																	$0
54	Design and Compose Braille Versions	booklet	6	1	6			$ 736.00	$4,416			$ 773.00	$4,638			$ 811.00	$4,866	$13,920
55	Design and Compose Enlarged-Print Versions	booklet	6	1	6			$ 126.00	$756			$ 132.00	$792			$ 139.00	$834	$2,382
56	Reader Scripts or Assessment Administration Booklets for Braille:								$0				$0				$0	$0
57	English Reader Script (average of 64 pages per bklt)	booklet	3	1	3			$ 1,999.00	$5,997			$ 2,099.00	$6,297			$ 2,204.00	$6,612	$18,906
58	Audio Accommodation Masters:								$0				$0				$0	$0
59	General Audio Master creation (regardless of media format)	booklet	3	1	3			$ 1,811.00	$5,433			$ 1,902.00	$5,706			$ 1,997.00	$5,991	$17,130
60	CD Master (rate only dependent on General Audio Master work occurring)	booklet	3	1	3			$ 165.00	$495			$ 173.00	$519			$ 182.00	$546	$1,560
61	Master specific for audio cassette duplication (rate only dependent on General Audio Master work occurring)	booklet	3	1	3			$ 273.00	$819			$ 287.00	$861			$ 301.00	$903	$2,583
62	Design and Compose Administrator Manual Addendum for High School (up to 4 pages)	booklet	1	1	1			$ 3,826.00	$3,826			$ 4,017.00	$4,017			$ 4,218.00	$4,218	$12,061
63																		
64	Design and Compose Administrator manual (up to 128 pages)	booklet	1	1	1	$ -	$0	$ 23,252.00	$23,252	$ -	$0	$ 24,415.00	$24,415	$ -	$0	$ 25,635.00	$25,635	$73,302
65	Design and Compose various small forms (identification sheets, answer documents, security forms, etc.	test cycle	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
66	**SUBTOTAL Preparing Accommodation Materials**						**$76,712**		**$44,994**		**$80,554**		**$47,245**		**$87,312**		**$49,605**	**$386,422**
67																		
68	**Testing Materials - Created for Fall But Also Used for Spring**																	
69	Administrator Manual, guides and/or handbooks	page	20,000	128	2,560,000	$ 0.0117	$30,041			$ 0.0123	$31,543			$ 0.0129	$33,045			$94,630
70	Administrator Manual Addendums or small phamplets	page	20,000	4	80,000	$ 0.0395	$3,161			$ 0.0415	$3,319			$ 0.0435	$3,477			$9,957
71	Test Security Compliance Form or misc static one-page printing	page	52,000	1	52,000	$ 0.0484	$2,516			$ 0.0508	$2,642			$ 0.0532	$2,767			$7,925
72	Security compliance or other scannable sheets (up to two pages each)	page	52,000	1	52,000	$ -	$0			$ -	$0			$ -	$0			$0
73	Mathematics Rulers: Braille/Enlarged Print	each	500	1	500	$ 2.9720	$1,486			$ 3.2020	$1,601			$ 3.7972	$1,899			$4,986
74	Teacher Return Envelopes	each	45,000	1	45,000	$ 0.0784	$3,528			$ 0.0823	$3,704			$ 0.0862	$3,881			$11,113
75	MI-Access Calendars - small	each	0	1	0	$ 0.0987	$0			$ 0.1036	$0			$ 0.1085	$0			$0
76	MI-Access Calendars - large	each	24,500	1	24,500	$ 0.2278	$5,580			$ 0.2392	$5,859			$ 0.2505	$6,138			$17,578
77	**SUBTOTAL Testing Materials - Created for Fall But Also Used for Spring**						**$46,312**		**$0**		**$48,669**		**$0**		**$51,208**		**$0**	**$146,189**
78																		
79	**Testing Materials - MI-Access Grades 3 through 8**																	
80	School/Teacher Identification Sheets or other scannable sheets (up to two pages each)	page	33,400	2	66,800	$ 0.0733	$4,896			$ 0.0770	$5,141			$ 0.0806	$5,385			$15,422
81	Test Booklet Printing Set-up	document	202	1	202	$ 519.8020	$105,000			$ 545.7921	$110,250			$ 571.7822	$115,500			$330,750
82	Test Booklets, Reader Scripts and Other Similar Booklets	page	180,010	56	10,080,560	$ 0.0343	$345,696			$ 0.0360	$362,876			$ 0.0377	$380,155			$1,088,627
83	Test Booklets: Enlarge Print	page	940	56	52,640	$ 0.2300	$12,107			$ 0.2400	$12,634			$ 0.2500	$13,160			$37,901
84	Test Booklets: Braille	page	175	56	9,800	$ 2.4500	$24,010			$ 2.5700	$25,186			$ 2.7000	$26,460			$75,656
85	Picture Cards	card	387,600	1	387,600	$ 0.0800	$31,008			$ 0.0900	$34,884			$ 0.0900	$34,884			$100,776
86	Answer Document Set-up - Multiple Sheet Document	document	6	1	6	$ -	$0			$ -	$0			$ -	$0			$0
87	Answer Document Set-up - Single Sheet Document	document	14	1	14	$ -	$0			$ -	$0			$ -	$0			$0
88	Answer Document - multiple sheet (Scannable)	page	54,600	16	873,600	$ 0.0118	$10,294			$ 0.0124	$10,808			$ 0.0130	$11,323			$32,425
89	Answer Document - single sheet (Scannable)	page	102,200	2	204,400	$ 0.0793	$16,208			$ 0.0833	$17,018			$ 0.0872	$17,829			$51,055
90	Mathematics Rulers	each	64,000	1	64,000	$ 0.2405	$15,393			$ 0.2525	$16,163			$ 0.2646	$16,933			$48,489
91	Audio/Video Media:						$0								$0			$0
92	Audiocassettes (Duplication)	each	5,600	1	5,600	$ 2.6300	$14,728			$ 2.7600	$15,456			$ 2.9000	$16,240			$46,424
93	Compact Disc (Duplication)	each	8,400	1	8,400	$ 1.7100	$14,364			$ 1.8000	$15,120			$ 1.8900	$15,876			$45,360
94	Fall Materials Packet Envelopes	each	1,000	1	1,000	$ 0.3430	$343			$ 0.3600	$360			$ 0.3773	$377			$1,080
95	Assessment Materials Box Labels	each	10,000	1	10,000	$ 0.0630	$630			$ 0.0662	$662			$ 0.0693	$693			$1,985
96	Assessment Results Box Labels	each	13,500	1	13,500	$ 0.0588	$794			$ 0.0617	$833			$ 0.0647	$873			$2,500
97	**SUBTOTAL Grades 3 through 8 Testing Materials**						**$595,371**		**$0**		**$627,391**		**$0**		**$655,689**		**$0**	**$1,878,450**
98																		
99	**Testing Materials - MI-Access Grade 11**																	
100	School/Teacher Identification Sheets or other scannable sheets (up to two pages each)	page	16,700	2	33,400			$ -	$0			$ -	$0			$ -	$0	$0
101	Test Booklet Printing Set-up	document	202	1	202			$ 519.8020	$105,000			$ 545.7921	$110,250			$ 571.7822	$115,500	$330,750
102	Test Booklets, Reader Scripts and Other Similar Booklets	page	36,000	56	2,016,000			$ 0.0239	$48,179			$ 0.0251	$50,588			$ 0.0263	$52,997	$151,765

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QUESTAR CONTRACT PRICING

LN	Description	Unit Type	Estimated Units Per Year: Quantity (A)	Units / Qty (B)	Total Units (C) = (A)*(B)	Fall 2008: Price Per Unit (D)	Fall 2008: Estimated Sum [(C)*(D)]	Spring 2009: Price Per Unit (E)	Spring 2009: Estimated Sum [(C)*(E)]	Fall 2009: Price Per Unit (F)	Fall 2009: Estimated Sum [(C)*(F)]	Spring 2010: Price Per Unit (G)	Spring 2010: Estimated Sum [(C)*(G)]	Fall 2010: Price Per Unit (H)	Fall 2010: Estimated Sum [(C)*(H)]	Spring 2011: Price Per Unit (I)	Spring 2011: Estimated Sum [(C)*(I)]	Estimated Contract Sum [(C)]*[(D)+(E)+...+(I)]
103	Test Booklets: Enlarge Print	page	215	56	12,040			$ 0.2300	$2,769			$ 0.2400	$2,890			$ 0.2500	$3,010	$8,669
104	Test Booklets: Braille	page	80	56	4,480			$ 2.4500	$10,976			$ 2.5700	$11,514			$ 2.7000	$12,096	$34,586
105	Picture Cards	card	85,800	1	85,800			$ 0.0800	$6,864			$ 0.0900	$7,722			$ 0.0900	$7,722	$22,308
106	Answer Document Set-up - Multiple Sheet Document	document	1	1	1			$ -	$0			$ -	$0			$ -	$0	$0
107	Answer Document Set-up - Single Sheet Document	document	5	1	5			$ -	$0			$ -	$0			$ -	$0	$0
108	Answer Document - multiple sheet (Scannable)	page	9,100	16	145,600			$ 0.0118	$1,716			$ 0.0124	$1,801			$ 0.0130	$1,887	$5,404
109	Answer Document - single sheet (Scannable)	page	23,700	2	47,400			$ 0.1164	$5,517			$ 0.1222	$5,793			$ 0.1280	$6,069	$17,380
110	Mathematics Rulers	each	10,400	1	10,400			$ 0.2405	$2,501			$ 0.2525	$2,626			$ 0.2646	$2,752	$7,879
111	Audio Media:								$0				$0				$0	$0
112	Audiocassettes (Duplication)	each	1,200	1	1,200			$ 2.6000	$3,120			$ 2.7300	$3,276			$ 2.8700	$3,444	$9,840
113	Compact Disc (Duplication)	each	1,800	1	1,800			$ 1.7300	$3,114			$ 1.8200	$3,276			$ 1.9100	$3,438	$9,828
114	Spring Materials Envelopes	each	1,000	1	1,000			$ -	$0			$ -	$0			$ -	$0	$0
115	Assessment Materials Box Labels	each	5,000	1	5,000			$ -	$0			$ -	$0			$ -	$0	$0
116	Assessment Results Box Labels	each	5,000	1	5,000			$ -	$0			$ -	$0			$ -	$0	$0
117	**SUBTOTAL Grade 11 Testing Materials**						**$0**		**$189,757**		**$0**		**$199,737**		**$0**		**$208,915**	**$598,408**
118																		
119	Pre-Identification of Answer Documents																	
120	Student Identification On Answer Documents (pre-printed) - Fall	each	52,500	1	52,500	$ 0.1615	$8,477	$ -	$0	$ 0.1695	$8,901	$ -	$0	$ 0.1776	$9,325	$ -	$0	$26,703
121	Student Identification On Answer Documents (pre-printed) - Spring	each	8,700	1	8,700	$ -	$0	$ 0.1926	$1,676	$ -	$0	$ 0.2023	$1,760	$ -	$0	$ 0.2119	$1,843	$5,279
122	Student Identification labels (pre-printed) - Fall	each	52,500	1	52,500	$ 0.0856	$4,493	$ -	$0	$ 0.0899	$4,717	$ -	$0	$ 0.0941	$4,940	$ -	$0	$14,152
123	Student Identification labels (pre-printed) - Spring	each	8,700	1	8,700	$ -	$0	$ 0.1020	$888	$ -	$0	$ 0.1071	$932	$ -	$0	$ 0.1122	$976	$2,796
124	Student Identification labels (blank)	each	20,000	1	20,000	$ 0.0072	$143	$ 0.0018	$36	$ 0.0075	$151	$ 0.0019	$38	$ 0.0079	$158	$ 0.0020	$39	$564
125	**Pre-Id SUBTOTAL**						**$13,113**		**$2,599**		**$13,769**		**$2,729**		**$14,424**		**$2,859**	**$49,493**
126																		
127	Packing and Distribution of Testing Materials																	
128	Packing and Distribution Management and Administration	test cycle	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
129	Packing, Sending and Retrieving All Materials Except Audios and Videos - Fall	package	10,000	1	10,000	$ 7.4745	$74,745	$ -	$0	$ 7.8482	$78,482	$ -	$0	$ 8.2219	$82,219	$ -	$0	$235,445
130	Packing, Sending and Retrieving Audios and Videos media - Fall	each	24,600	1	24,600	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
131	Packing, Sending and Retrieving All Materials Except Audios and Videos - Spring	package	5,000	1	5,000	$ -	$0	$ 3.0447	$15,224	$ -	$0	$ 3.1970	$15,985	$ -	$0	$ 3.3492	$16,746	$47,954
132	Packing, Sending and Retrieving Audios and Videos media - Spring	each	4,300	1	4,300	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
133	**PACKING AND DISTRIBUTION SUBTOTAL**						**$74,745**		**$15,224**		**$78,482**		**$15,985**		**$82,219**		**$16,746**	**$283,400**
134																		
135	Scanning, Storage, Disposal and Monitoring																	
136	Scanning Test Answer Documents (Includes Scoring Multiple Choice Responses)	test cycle	1	1	1	$ 15,722.00	$15,722	$ 3,266.20	$3,266	$ 16,508.10	$16,508	$ 3,429.51	$3,430	$ 17,294.20	$17,294	$ 3,592.82	$3,593	$59,813
137	Storage of Electronic Images of Answer Documents and Reports (tfp or PDF)	test cycle	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
138	Storage of Used Answer Documents (minimum of 5 yrs per cycle)	test cycle	1	1	1	$ 3,780.00	$3,780	$ 1,260.00	$1,260	$ 3,969.00	$3,969	$ 1,323.00	$1,323	$ 4,158.00	$4,158	$ 1,386.00	$1,386	$15,876
139	Disposal of Test Booklets and all unused test materials	test cycle	1	1	1	$ 11,354.00	$11,354	$ 3,780.00	$3,780	$ 11,921.70	$11,922	$ 3,969.00	$3,969	$ 12,489.40	$12,489	$ 4,158.00	$4,158	$47,672
140	Disposal of Used Answer Documents	test cycle	1	1	1	$ 1,757.00	$1,757	$ 420.00	$420	$ 1,844.85	$1,845	$ 441.00	$441	$ 1,932.70	$1,933	$ 462.00	$462	$6,858
141	Test Monitoring	test cycle	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
142	Investigation of testing sites	test cycle	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
143	Secure Material Accounting	test cycle	1	1	1	$ 4,130.00	$4,130	$ 1,080.80	$1,081	$ 4,336.50	$4,337	$ 1,134.84	$1,135	$ 4,543.00	$4,543	$ 1,188.88	$1,189	$16,414
144	**SCANNING, STORAGE, MONITORING SUBTOTAL**						**$36,743**		**$9,807**		**$38,580**		**$10,297**		**$40,417**		**$10,788**	**$146,633**
145																		
146	**MI-Access RANGE-FINDING**																	
147	**English Language Arts - Functional Independence**																	
148	Grade 3	meeting	1	1	1	$ 32,728.50	$32,729	$ -	$0	$ 34,364.93	$34,365	$ -	$0	$ 36,001.35	$36,001	$ -	$0	$103,095
149	Grade 4 and 5	meeting	1	1	1	$ 32,728.50	$32,729	$ -	$0	$ 34,364.93	$34,365	$ -	$0	$ 36,001.35	$36,001	$ -	$0	$103,095
150	Grade 6, 7 and 8	meeting	1	1	1	$ 32,728.50	$32,729	$ -	$0	$ 34,364.93	$34,365	$ -	$0	$ 36,001.35	$36,001	$ -	$0	$103,095
151	Grade 11	meeting	1	1	1	$ -	$0	$ 38,353.50	$38,354	$ -	$0	$ 40,271.18	$40,271	$ -	$0	$ 42,188.85	$42,189	$120,814
152	**MI-Access RANGE-FINDING SUBTOTAL**						**$98,186**		**$38,354**		**$103,095**		**$40,271**		**$108,004**		**$42,189**	**$430,098**
153																		
154	**MI-Access HAND-SCORING**																	
155	**MI-Access Functional Independence (Rsp Scrd = Responses Scored)**																	
156	Preparation of Training and Qualifying Sets for Scoring	test cycle	1	1	1	$ 6,500.00	$6,500	$ 1,950.00	$1,950	$ 6,825.00	$6,825	$ 2,047.50	$2,048	$ 7,150.00	$7,150	$ 2,145.00	$2,145	$26,618
157	Grade 3-8 English Language Arts	Rsp Scrd	18,000	2	36,000	$ 2.53	$91,102	$ -	$0	$ 2.66	$95,657	$ -	$0	$ 2.78	$100,212	$ -	$0	$286,971
158	Grade 3-8 ELA - Written Comments	Comment	18,000	1	18,000	$ 2.49	$44,870	$ -	$0	$ 2.62	$47,114	$ -	$0	$ 2.74	$49,357	$ -	$0	$141,341
159	Grade 11 English Language Arts	Rsp Scrd	3,000	2	6,000	$ -	$0	$ 2.53	$15,180	$ -	$0	$ 2.66	$15,960	$ -	$0	$ 2.78	$16,680	$47,820
160	Grade 11 ELA - Written Comments	Comment	3,000	1	3,000	$ -	$0	$ 2.49	$7,470	$ -	$0	$ 2.62	$7,860	$ -	$0	$ 2.74	$8,220	$23,550
161	Transfer of CR Response from Handscoring (Paper or Image)	test cycle	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
162	Merging Handscoring data into Student Record, Combining Multiple Choice and Constructed Response Scores and Tabulating Through To Performance Levels	test cycle	1	1	1	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
163	**MI-Access HAND-SCORING SUBTOTAL**						**$142,472**		**$24,600**		**$149,596**		**$25,868**		**$156,719**		**$27,045**	**$526,299**
164																		
165	**Other MI-Access Specific (Please describe)**																	
166	PDCA - Online Learning - OEAA Secure Site	year	1	1	1	$ 25,500.00	$25,500		$0	$ 6,375.00	$6,375		$0	$ 6,694.00	$6,694		$0	$38,569
167	PDCA - Online Learning - P/SI Scoring Rubric	year	1	1	1	$ 34,980.00	$34,980		$0	$ 8,745.00	$8,745		$0	$ 9,182.00	$9,182		$0	$52,907
168	PDCA - Online Learning - Guidelines Determining Participation	year	1	1	1	$ 48,642.00	$48,642		$0	$ 12,161.00	$12,161		$0	$ 12,769.00	$12,769		$0	$73,572
169	PDCA - MI-Access Calendar Design & Layout - large & small - camera-ready	year	1	1	1	$ 5,153.00	$5,153		$0	$ 5,411.00	$5,411		$0	$ 5,681.00	$5,681		$0	$16,245
170	PDCA - MI-Access Information Center Website	year	1	1	1	$ 19,800.00	$19,800		$0	$ 20,790.00	$20,790		$0	$ 21,830.00	$21,830		$0	$62,420
171	PDCA - Survey / Form Online Assesment Tool	year	1	1	1	$ 7,200.00	$7,200		$0	$ 7,560.00	$7,560		$0	$ 7,938.00	$7,938		$0	$22,698
172	PDCA - Online Report Web Site & Information Access	year	1	1	1	$ 1,890.00	$1,890		$0	$ 1,985.00	$1,985		$0	$ 2,084.00	$2,084		$0	$5,959
173	PDCA - Archival System	year	1	1	1	$ 3,240.00	$3,240		$0	$ 3,402.00	$3,402		$0	$ 3,572.00	$3,572		$0	$10,214
173	Handbook for Understanding, Interpreting MI-Access - Camera-Ready	document	1	1	1	$ 12,904.00	$12,904		$0	$ 13,549.00	$13,549		$0	$ 14,227.00	$14,227		$0	$40,680
174	**OTHER SUBTOTAL**						**$159,309**		**$0**		**$79,978**		**$0**		**$83,977**		**$0**	**$323,264**
175																		
176	**Report Printing and Distribution**																	
177	Report Printing																	
178	Assessment Results	page	50,000	3	150,000	$ 0.0801	$12,021	$ 0.0801	$12,021	$ 0.0841	$12,621	$ 0.0841	$12,621	$ 0.0882	$13,223	$ 0.0882	$13,223	$75,731
179	MI-Access Assessment results handbook	page	1	40	40	$ 0.0180	$1	$ 0.0180	$1	$ 0.0189	$1	$ 0.0189	$1	$ 0.0198	$1	$ 0.0198	$1	$5
180	Report Distribution																	$0
181	Packages Less Than 500 Sheets	package	250	1	250	$ 50.1144	$12,529	$ 50.1144	$12,529	$ 52.6201	$13,155	$ 52.6201	$13,155	$ 55.1258	$13,781	$ 55.1258	$13,781	$78,930
182	Packages Equal or Greater Than 500 Sheets	package	18,000	1	18,000	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$ -	$0	$0
183	**REPORT PRINTING AND DISTRIBUTION SUBTOTAL**						**$24,550**		**$24,550**		**$25,777**		**$25,777**		**$27,005**		**$27,005**	**$154,665**
184																		
185																		
186	**ESTIMATED CONTRACT TOTAL VALUE**						**$1,928,147**		**$735,133**		**$1,917,908**		**$767,291**		**$2,011,307**		**$803,229**	**$8,163,016**
187																		
	Contract Change Requests																	
	2008-01 Rate Chages for reduced scope of Reader Scripts (also adds Assessment Admin Booklets for Braille)																	
	Old Rates																	
47	Grades 3-8 English Reader Script (average of 64 pages per bklt)	booklet	14	1	14	$ (1,999.00)	-$27,986			$ (2,099.00)	-$29,386			$ (2,204.00)	-$30,856			-$88,228
57	Grade 11 English Reader Script (average of 64 pages per bklt)	booklet	3	1	3			$ (1,999.00)	-$5,997			$ (2,099.00)	-$6,297			$ (2,204.00)	-$6,612	-$18,906
	New Rates/Lines																	
47	Grades 3-8 English Reader Script (average of 48 pages per bklt)	booklet	14	1	14	$ 1,052.00	$14,728			$ 1,157.00	$16,198			$ 1,273.00	$17,822			$48,748
57	Grade 11 English Reader Script (average of 48 pages per bklt)	booklet	3	1	3			$ 1,052.00	$3,156			$ 1,157.00	$3,471			$ 1,273.00	$3,819	$10,446
new	Grades 3-8 Assessment Admin Bklt for Braille	booklet	14	1	14	$ 229.00	$3,206			$ 240.00	$3,360			$ 253.00	$3,542			$10,108
new	Grade 11 Assessment Admin Bklt for Braille	booklet	3	1	3			$ 229.00	$687			$ 240.00	$720			$ 253.00	$759	$2,166

Appendix V - 07188200158

MI-Access Printing, Distribution, Scoring and Reporting Pricing List

Test Cycle Pricing for Fall 2008 thru Spring 2011

All Quantities Are Estimates for Bidding Purpose Only. Contractor Must Get Written Approval for Quantities from MDE Before Beginning Tasks.

All prices are stand-alone. Any changes in quantities for any line item shall not effect that line item price/rate nor any other line item price/rate.

QUESTAR CONTRACT PRICING

			Estimated Units Per Year			Fall 2008		Spring 2009		Fall 2009		Spring 2010		Fall 2010		Spring 2011		Estimated Contract Sum
LN	Description	Unit Type	Quantity (A)	Units / Qty (B)	Total Units (C) = (A)*(B)	Price Per Unit (D)	Estimated Sum [(C)*(D)]	Price Per Unit (E)	Estimated Sum [(C)*(E)]	Price Per Unit (F)	Estimated Sum [(C)*(F)]	Price Per Unit (G)	Estimated Sum [(C)*(G)]	Price Per Unit (H)	Estimated Sum [(C)*(H)]	Price Per Unit (I)	Estimated Sum [(C)*(I)]	[(C)]*[(D)+(E)+...+(I)]
	2008-02 Development Changes (see development price sheet)																	
	2008-03 Development Changes (see development price sheet)																	
	2008-04 Change in shipping rates due to larger and fewer packages																	
	Old Rates and Quantities																	
129	Packing, Sending and Retrieving All Materials Except Audios and Videos - Fall	package	10,000	1	10,000	$ (7.4745)	-$74,745	$ -	$0	$ (7.8482)	-$78,482	$ -	$0	$ (8.2219)	-$82,219	$ -	$0	-$235,445
131	Packing, Sending and Retrieving All Materials Except Audios and Videos - Spring	package	5,000	1	5,000	$ -	$0	$ (3.0447)	-$15,224	$ -	$0	$ (3.1970)	-$15,985	$ -	$0	$ (3.3492)	-$16,746	-$47,954
	New Rates and Quantities																	
129	Packing, Sending and Retrieving All Materials Except Audios and Videos - Fall	package	5,247	1	5,247	$ 11.9200	$62,544	$ -	$0	$ 12.5160	$65,671	$ -	$0	$ 13.1418	$68,955	$ -	$0	$197,171
131	Packing, Sending and Retrieving All Materials Except Audios and Videos - Spring	package	1,509	1	1,509	$ -	$0	$ 10.0900	$15,226	$ -	$0	$ 10.5945	$15,987	$ -	$0	$ 11.1242	$16,786	$47,999
	PDCA Outside Fall 08 Accommodation Tasks (To remove from Contract - see highlighted field	See highlighted fields					-$159,309		-$62,819		-$284,513		-$66,094		-$303,078		-$69,559	-$1,143,343
	Total Contract Changes						**-$181,561**		**-$64,971**		**-$307,151**		**-$68,198**		**-$325,834**		**-$71,553**	**-$1,217,239**
	ESTIMATED CONTRACT TOTAL VALUE Net of Contract Changes						**$1,746,585**		**$670,162**		**$1,610,757**		**$699,093**		**$1,685,473**		**$731,677**	**$6,945,777**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

May 22, 2008

NOTICE
TO
CONTRACT NO. 071B8200158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Questar Assessment, Inc.** **4 Hardscrabble Heights** **Brewster, NY 10509** **mcothran@questarai.com**	TELEPHONE (952) 997-0744 **Melissa Cothran** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-4225 **Kevin Dunn**
Contract Compliance Inspector: Joseph Martineau (517) 335-0567 **MI-Access – Michigan's Alternate Assessment Program** **Development, Communications, Distribution, Scoring, and Reporting-Department of Education**	
CONTRACT PERIOD: From: **May 16, 2008** To: **May 15, 2011**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

The terms and conditions of this Contract are those of ITB #071I8200055, this Contract Agreement and the vendor's quote dated 2/12/2008. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Current Authorized Spend Limit: $11,720,000.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B8200158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Questar Assessment, Inc.** **4 Hardscrabble Heights** **Brewster, NY 10509** **mcothran@questarai.com**	TELEPHONE (952) 997-0744 **Melissa Cothran** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-4225 **Kevin Dunn**
Contract Compliance Inspector: Joseph Martineau (517) 335-0567 **MI-Access – Michigan's Alternate Assessment Program** **Development, Communications, Distribution, Scoring, and Reporting-Department of Education**	
CONTRACT PERIOD: From: **May 16, 2008** To: **May 15, 2011**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION: **The terms and conditions of this Contract are those of ITB #071I8200055, this Contract Agreement and the vendor's quote dated 2/12/2008. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.** **Current Authorized Spend Limit: $11,720,000.00**	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB #071I8200055. Orders for delivery may be issued directly by the Department of Education through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:	**FOR THE STATE:**
Questar Assessment, Inc. Firm Name	Signature
Authorized Agent Signature	**Elise A. Lancaster, Director** Name/Title
Authorized Agent (Print or Type)	**Purchasing Operations** Division
Date	Date

STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. 071B8200158

MI-Access, Michigan's Alternate Assessment Program Development, Communications, Distribution, Scoring and Reporting for the Department of Education

Buyer Name: Kevin Dunn
Telephone Number: 517-241-4225
E-Mail Address: dunnk3@michigan.gov

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APPENDICES

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Appendix O: Deleted – N/A for Contract
Appendix P: Deleted – N/A for Contract
Appendix Q: Deleted – N/A for Contract
Appendix R: Deleted – N/A for Contract
Appendix S: Deleted – N/A for Contract
Appendix T: State Travel Rates
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Appendix V: MI-Access Pricing List

Glossary

Term	Definition
Administration Contractor Item Banking System	A proprietary software system of the *Administration* Contractor for tracking items, their properties, and performance through the field testing and operational assessments on multiple assessment forms. Neither the *Development* Contractor nor Michigan Department of Education (MDE) will have direct access to this Item Banking System.
Administration Contractor	Contractor awarded the administration responsibilities of this Contract. Referred to generically as the *Administration* Contractor.
AERA	American Educational Research Association
Student Answer Document	A machine scannable document upon which the students' responses to an assessment are recorded.
Answer sheet	A single-sheet document upon which students record their responses to an assessment.
APA	American Psychological Association
Assessment Coordinator	School or District Coordinator for MDE assessments. Currently, approximately 25% of coordinators handle both MEAP and MI-Access. ELL coordination may also be handled by a separate person in the district. Therefore, there are MEAP coordinators, MI-Access coordinators, and ELPA coordinators, with some overlap among the groups.
Assessment window	The span of days over which assessments are administered.
AUEN	Addressing the Unique Educational Needs of Students with Disabilities
AYP	Adequate Yearly Progress
CAC	Content Advisory Committee
CEPI	Center for Educational Performance Information (State of Michigan)
CCI	Contract Compliance Inspector (CCI). The designated MDE staff person responsible for overseeing and ensuring the Contract is carried out as stated.
Core GLCE	A GLCE that measures an essential skill/content area.
Core items	Items measuring core GLCEs. Core items appear on every form of a given grade-level assessment.
Core replacement items	Pilot items designed to measuring core, extended core, or future core GLCEs. Core replacement items are embedded in operational assessments for replacing operational items in later years.
DBA	Database Administrator
Demographics	Personal characteristics of students.
Department	Department of Education
Development Contractor Item Banking System	A software system of the *Development* Contractor for tracking items, their properties, and performance through the development, pilot testing, field testing, revision, and operational assessments on multiple assessment forms. MDE will have direct access to this Item Banking System and will continue to have access to this Item Banking System on site (at MDE) after the end of the period specified by the Contract. The *Administration* Contractor will not have access to this Item Banking Software system.
Development Contractor	The MI-Access item *Development* Contractor.
DIT	Department of Information Technology (State of Michigan)
DMB	Department of Management and Budget (State of Michigan)
EDT	Eastern Daylight Time
EducationYes!	Michigan's Accreditation and Accountability System
ELA	English Language Arts (reading, writing, and listening)
ELL	English Language Learner
EPAS	English Proficiency for All Students
ESEA	Elementary and Secondary Education Act
ESL	English as a Second Language
EST	Eastern Standard Time
ETS	Educational Testing Service
EGLCE	Extended Grade Level Content Expectations
EHSCE	Extended High School Content Expectations
Field test items	See Core replacement items

GLCE	Grade Level Content Expectation
HSA	MI-Access High School Assessment
IDEA	Individuals with Disabilities Education Act of 1997
IEP	Individualized Education Plan
ISD	Intermediate School District
IT	Information Technology
Item Bank	The collection of assessment items under development and/or available for use in operational assessments.
LEA	Local Education Agency
LEP	Limited English Proficient
MDE	Michigan Department of Education
MI-Access	Michigan Educational Assessment Program for students with disabilities
MEAS	Michigan Educational Assessment System
Merit Award Scholarship	Student scholarships based on proficient achievement on Middle and High School MI-Access assessments.
Merit	Michigan Merit Award Office
MWAC	Mountain West Assessment Consortium
NAEP	National Assessment of Educational Progress
NCLB	The Federal No Child Left Behind legislation of 2001
NCME	National Council on Measurement in Education
OEAA	Office of Educational Assessment and Accountability
MI-Access Functional Independence (FI)	An alternate assessment designed for students with mild cognitive impairments whose IEP Teams have determined it is not appropriate for them to take part in the MEAP, the MEAP with assessment accommodations, or MI-Access Supported Independence, or MI-Access Participation assessments.
MI-Access Modified Full Independence	May go into production during the period covered by this Contract.
Pre-ID	Pre-identification of which students in each school will take which assessments with which accommodations.
SBE	State Board of Education
SRC	Sensitivity Review Committee
Strand	A sub-content area (e.g. within reading or math)
TAC	Technical Advisory Committee
UIC	Unique Identification Code (provided by CEPI)
USED	United States Department of Education

Article 1 – Statement of Work (SOW)

Note: For the purposes of this Contract, Questar Assessment, Inc. will be referred to as the *Development* Contractor, *Professional Development / Communications / Accommodations* Contractor, and the *Administration* Contractor.

1.0 Project Identification

1.001 Project Request

The purpose of this Contract is threefold:

First, it is to develop assessment items in the content areas of English Language Arts (ELA), mathematics, and science to be included in the State of Michigan's (State) K-12 Statewide assessments for MI-Access, Michigan's Alternate Assessment Program, for the duration of the Contract. The development tasks cover the following time periods: 2007-2008, 2008-2009, and 2009-2010.

Second, it is to create professional development and communication products using various modes of communication that are needed to support all tasks related to the development and administration of State assessments for students with disabilities in order to meet the professional development federal requirements in the IDEA, as amended in 2004, and Title VI of the NCLB. These products must be developed during the school years of 2007-2008, 2008-2009, 2009-2010 and 2010-2011.

The third purpose of this Contract is to provide the materials and processes related to the *Administration* of the grades 3-8 and 11 annual alternate assessments for students with significant cognitive disabilities for the Michigan Department of Education (MDE) for the school years 2008-2009, 2009-2010, and 2010-2011.

1.002 Background

There are 57 intermediate school districts in Michigan containing more than 550 public school districts, approximately 4,500 school buildings, and approximately 125,000 students per grade. Of the 125,000 per grade approximately 3,000 students per grade participate in MI-Access. Public school academies (charter schools) are also required to administer the MI-Access assessments. There are approximately 190 public school academies in the State. The State's approximately 2,200 home school students must also be given an opportunity to be assessed at their local public school district. The MI-Access assessments are administered to all eligible students with an Individualized Education Program (IEP).

The MI-Access assessments are also provided, on an optional basis, to nonpublic schools, including approximately 1,100 buildings. At the time this Contract was written there had been only one (1) request from a nonpublic school to administer any of the MI-Access assessments.

The State has adopted accreditation and school accountability requirements (EducationYES!) that use results from the MI-Access and Michigan's Educational Assessment Program (MEAP) assessments as key measures of student learning and school success. Michigan uses MI-Access and MEAP achievement (and progress) data in combination with other important information to provide report cards to districts and schools. These are reported to the public and used in a variety of ways to hold schools accountable, help schools improve, and help parents make good decisions about their children's education.
The Federal IDEA, as amended in 2004, Section 504 of the Rehabilitation Act of 1973 (Section 504), and the NCLB legislation of 2001 (a.k.a. the Elementary and Secondary Education Act) have been embraced by the State. The State is using the MI-Access and MEAP / Michigan Merit Examination (MME) assessments as the principal measures of student learning. Michigan will implement assessments at all grades and subjects required by these laws and report results to schools and the public consistent with the requirements of all three (3) laws.

The reliability, validity and quality of the MI-Access assessments *must* meet the highest standards of assessment and measurement to provide parents with important information about student performance, provide educators with information to guide instruction and curriculum, and provide data for use in State and national accountability programs.

Currently there is a task force working on science curriculum issues that may affect future assessments in the content area of science. The Science Task Force is considering revisions to the curriculum and test design. Adjustments would be made to the test designs and specifications following approval of the recommendations. Performance level cut scores would need to be reset if and when such changes are made. Should changes occur in this program after the award of a Contract, such changes would be negotiated with the *Administration* Contractor.

MDE is responsible for the development, professional development/communication/accommodations, administration, scoring, and reporting of all Statewide educational assessment programs for K-12 students, including:

(1) MEAP (grades 3-9);
(2) The MME for Michigan High School Students;
(3) MI-Access; and
(4) The Michigan English Language Proficiency Assessment (ELPA) for English Language Learners (ELL).

MDE is also responsible for assessment and accountability reporting, including, but not limited to the list below. The Contractor *must* assist the State in complying with all federal and State requirements as listed below.

(1) The State of Michigan's EducationYes! school accreditation system;
(2) The Federal NCLB accountability system;
(3) The Federal IDEA;
(4) Section 504 of the Rehabilitation Act of 1973;
(5) Special reports for legislators, educators and other stakeholders;
(6) Data for MDE programs, and other State agencies; and
(7) External research requests.

With the current MI-Access assessments, all public school districts are required to assess students in Grades 3-8 and 11. Due to the critical nature of this program, an extremely high degree of accuracy and attention to detail are required. Numerous activities must be carefully coordinated and completed on an exacting and dependable time schedule. The visibility and critical nature of the MDE assessment and reporting activities necessitate exacting timelines that allow for no deviations in procedures or delays in timelines for the assessment development, professional development/communication/accommodations, or assessment administration activities.

MI-Access

MI-Access consists of four (4) Statewide assessments designed specifically for students with significant cognitive impairment. The assessments cover four (4) distinct populations of students with disabilities, which include 1) Participation (P), 2) Supported Independence (SI), 3) Functional Independence (FI), and 4) Modified Full Independence (MFL). The content areas of ELA and mathematics are assessed for all four (4) populations. The content area of science currently will only be assessed for Participation, Supported Independence, and Functional Independence. Students will participate in MI-Access if their Individualized Education Program (IEP) Teams have determined that it is *not* appropriate for them to participate in the Michigan Educational Assessment Program (MEAP), even with assessment accommodations.

The four (4) overall MI-Access assessments are described below.

1) MI-Access Participation (P) assessments are designed for students with, or function as if they have, severe cognitive impairment;
2) MI-Access Supported Independence (SI) assessments are designed for students with, or function as if they have, moderate cognitive impairment;
3) MI-Access Functional Independence (FI) assessments are designed for students with, or function as if they have, mild cognitive impairment;
4) MI-Access Modified Full Independence (MFL) assessments have not yet been developed. The U.S. Department of Education issued final regulations related to these assessments April 2007. Additional discussion will take place as to when these assessments will actually be developed. Currently, the MFL assessments will only assess ELA and mathematics.

There are a number of reasons why Michigan has MI-Access assessments, all of which help to explain why MI-Access is part of the Michigan Educational Assessment System (MEAS).

Federal Influences

MI-Access was created, in part, to comply with several federal legislative initiatives, including the IDEA of 1997, Section 504 of the Rehabilitation Act of 1973, the Elementary and Secondary Education Act (ESEA – more recently referred to as the NCLB) and its Title programs (I–IX), and the 2004 reauthorization of IDEA. In different ways, these laws maintain that assessments are an integral part of educational accountability because they provide valuable information that can benefit students by regularly measuring their progress against agreed-upon standards. They also maintain that *all* students—including those with disabilities—should be part of each state's accountability system and should not be treated separately.

State Influences

MI-Access also was developed in response to various State Board of Education (SBE) policies, priorities, and goals. The two (2) goals that related most directly to MI-Access at the time of its development called for the State to (1) increase the participation and performance of students with disabilities on Statewide assessments, and (2) develop guidelines for participation in alternate assessments for students for whom participation in the MEAP was inappropriate. Furthermore, in November 2001, when the SBE adopted a policy creating the MEAS, it stated that:

> "It shall be the policy of the State Board of Education that each local and intermediate school district and public school academy will ensure the participation of *all* students in the Michigan Educational Assessment System."

MI-Access helps achieve the SBE's policies, priorities, and goals in a number of ways. It provides (1) access to the high standards reflected in Michigan's Curriculum Framework Model Content Standards for the general curriculum, (2) access to the Statewide assessment system for students with disabilities, and (3) access to meaningful results showing student performance.

Program Purpose

The overall purpose of MI-Access is to provide teachers, parents, and others with a point-in-time picture of what students with significant cognitive impairment enrolled in a certain grade know and are able to do. It also provides additional information on the status and progress of Michigan education in specified content areas so that individual students are helped to achieve the skills that they have missed and educators can use the results as one (1) source of data to review and make improvements to the school's instructional program across grade levels. The MI-Access is administered in content areas of mathematics, ELA, and science to students at the elementary, middle school, and high school levels. The items selected for the assessments—all of which were designed with input from Michigan stakeholders, including classroom teachers—are applicable to real-world situations; that is, they reflect the knowledge and skills students need to be successful in school and as adults.

Starting in 2006/2007 the MI-Access P/SI assessments used a structured, on-demand standardized assessment activity-based item format. However, the selected response item format, similar to the format used for the MI-Access P/SI assessments, will be embedded as field-test items starting in 2007/2008. This will allow teachers the opportunity to become familiar with administering the selected-response format and using artwork posted on the MI-Access Web page as part of their instruction with P/SI students. The MI-Access P/SI assessments use standardized assessment items observed by two (2) Assessment Administrators, a Primary and a Shadow Assessment Administrator. Students are observed as they carry out a standard set of items. These items explicitly measure the content areas of ELA or mathematics and are administered during the course of a typical school day. The two (2) Assessment Administrators observe the students at the same time and score the students using a standardized scoring rubric.

The MI-Access FI assessments are not based on teacher observation, but instead resemble more traditional paper and pencil tests. They incorporate a variety of assessment item formats, including multiple-choice and constructed response, but are designed in such a way that students can demonstrate their knowledge and skills in a manner consistent with their level of cognitive functioning.

To ensure that MI-Access complies with State and Federal legislation, all of its assessments are linked to the Model Content Standards in ELA, mathematics, and science contained in the *Michigan Curriculum Framework* through the Extended Grade Level Content Expectations (EGLCEs) and Extended High School Content Expectations (EHSCEs), formerly known as Extended Benchmarks.

Program Implementation

Given the enormity and importance of the task of developing MI-Access, the MDE divided its implementation into four (4) phases.

First Phase of Development: P/SI

The first generation of MI-Access P/SI assessments were developed in the first phase. MI-Access P assessments are designed specifically for students who have, or function as if they have, *severe* cognitive impairment. These students are expected to require ongoing extensive support through adulthood. They may also have both considerable cognitive and physical impairments that limit their ability to generalize or transfer learning, and thus may make determining their actual abilities and skills difficult. This was the main reason, the first generation of the MI-Access P assessments focused only on how a student responded to the *opportunity to participate* in an activity, not on how well he or she carried out that activity. However, since then much has been learned about what participation students are able to do. As a result the MI-Access P/SI assessments demand a much higher level of performance.

The MI-Access *SI* assessments are designed for students who have, or function as if they have, *moderate* cognitive impairment. These students are expected to require ongoing support though adulthood. They may also have both cognitive and physical impairments that impact their ability to generalize or transfer learning; however, they usually can follow learned routines and demonstrate independent living skills. The SI assessments, therefore, are designed to provide students with opportunities to demonstrate their knowledge and skills. Specifically, they measure a student's knowledge of mathematics and ELA in meaningful contexts while acknowledging that they may require some level of assistance to do so.

In the first two (2) years of implementation, MI-Access P/SI assessments were administered once each year to students who were 9, 10, 13, 14, 17, and 18 years old. These ages were selected because (1) many students taking part in these assessments were not assigned a grade level, and (2) they ensured that students assessed with MI-Access were assessed with the same frequency as general education students (that is, the ages corresponded with the grades assessed by the MEAP).
In 2003/2004, MI-Access P/SI assessments were converted from ages to grades in order to comply with NCLB requirements of assessing students once in elementary school, middle school and high school. With that conversion, students in grades 4, 7, 8, and 11 were assessed since these were the grades in which ELA and/or mathematics were assessed by the MEAP.

In 2005/2006, grades 3, 5, and 6 were added as required by federal law. The first generation of the MI-Access P/SI assessments did *not* meet all of the NCLB criteria for alternate assessments based on alternate achievement standards. As a result, new P/SI assessments in the content areas of ELA and mathematics are in the third phase of development.

Second Phase of Development: MI-Access FI

The MI-Access FI assessments are designed for students whose IEP Teams have determined it is not appropriate for them to take part in the MEAP, the MEAP with assessment accommodations, MI-Access P, or MI-Access SI. This primarily involves students who have, or function as if they have, *mild* cognitive impairment. They also have a limited ability to generalize learning across contexts, their learning rates are *significantly slower* than those of their age-level peers, they have a restricted knowledge base, they tend not to be very aware of environmental cues or details, *and* they do not learn incidentally. In adulthood, these students will most likely be able to meet their own needs and live successfully in their communities without overt support from others. It was determined that these students could benefit from an assessment containing a mix of ELA and mathematics items presented in the contexts of daily living, employment, and community experience.

The MI-Access FI assessments were implemented for the first time Statewide in 2005/2006. They were administered in the fall to students in grades 3 through 8 and in the spring to students in grade 11. As required by federal law, the assessments included the content areas of ELA and mathematics.

Third Phase of Development: New P/SI Assessments in the Content Areas of ELA and Mathematics

The third phase of completing MI-Access was to retire the first generation of MI-Access P/SI assessments and develop new ones, which met all of the NCLB criteria for alternate assessments based on alternate achievement standards. These assessments are referred to as the MI-Access P/SI assessments in the content areas of ELA and mathematics.

Fourth Phase of Development: Development of MI-Access Science Assessments

The fourth phase of completing the MI-Access assessments was the development of science assessments for all three (3) populations assessed by MI-Access. These assessments are required by NCLB to be implemented no later than the 2007/2008 school year. The development of these assessments began during the 2005/2006 school year and they were piloted during January/February 2007.

Participation in the MEAP or MME Assessments

While there is a clear role for alternate assessments within the State's assessment system, it is important to keep in mind that the vast majority of students with disabilities should participate in the State's general assessment (the MEAP or MME) with or without assessment accommodations. Alternate assessment is *not* intended for *all* students with disabilities; it is only appropriate for a small percentage of them. MI-Access also is *not* appropriate for students with Section 504 Plans.

Grades Assessed. As required by federal law (NCLB), MI-Access ELA and Mathematics assessments will be administered to students in grades 3 through 8 and 11. The MI-Access Science assessments will be administered to students in grades 5, 8 and 11.

Assessment Windows. The grades 3-8 MI-Access assessments are administered in the fall. The assessment window starts the same day as the MEAP (beginning of the second Monday of October), but lasts six (6) to seven (7) weeks due to the fact that the assessments are administered one-on-one. The grade 11 MI-Access assessments are administered during the spring assessment window. The MI-Access assessment window starts earlier than MME (typically the week of Presidents Day in February) and ends mid April.

1.1 Scope of Work and Deliverables

1.101 In Scope

The following pertains to all work related to this Contract:

Development

- creating an approved schedule for all required tasks, subtasks, and activities to be conducted;
- working collaboratively with the *Professional Development/Communication/Accommodations* and *Administration* Contractor;
- creating an inventory of existing assessment items and working with an MDE-owned item bank;
- writing usable passages for the ELA assessments based on the MI-Access specifications;
- collaborating with the MDE in conducting item writer meetings, selecting item writers, and overseeing item writing by Michigan educators;
- developing all artwork needed for items developed that meet the MI-Access specifications;
- creating approved searchable files of all of the MI-Access artwork, in a format agreed upon by the MDE and the *Development* Contractor, so it can be posted on the MI-Access Web page for use by Michigan Educators;
- writing, reviewing and updating the MI-Access passage and item specifications in collaboration with the MDE;
- developing and utilizing an accurate and secure method for transferring all data;

- conducting Sensitivity Review Committee (SRC) and Content Advisory Committee (CAC) item and item/data review meetings;
- developing camera-ready operational booklets to transfer to the *Administration* Contractor, in a format agreed upon by the MDE and the *Administration* Contractor; and
- creating an organized searchable database of all existing artwork for posting on the MI-Access Web page for districts to use for instruction.

Professional Development/Communication/Accommodations

- creating an approved schedule for all required tasks, subtasks, and activities to be conducted;
- collaboratively working with the *Development* and *Administration* Contractor;
- producing online learning programs;
- maintaining a web-based site for online learning programs with statistics tracking and using the MDE application called LearnPort®;
- developing annually, a MI-Access calendar of events, which is provided to districts by the *Administration* Contractor;
- developing and maintaining an online tool for the creation of surveys, forms, and online assessments with statistics tracking for producing site use reports;
- archiving all products developed;
- developing an electronic directory and search engine catalog of all archived products produced;
- writing scripts for the products needing scripts in this Contract;
- writing and production of camera-ready support materials, such as the MI-Access Coordinator and Assessment Administrator Manual and Handbook for understanding, using and interpreting the MI-Access results;
- developing and producing of all accommodated versions of camera-ready and released assessment documents, including reader scripts, Braille, enlarged print, and audio accommodations;
- providing enlarged print/Braille rulers to the *Administration* Contractor; and
- producing the camera-ready *Assessment Administrator Booklet for Braille* for each assessment booklet produced in Braille.

Administration

- creating and maintaining an approved schedule for all tasks, subtasks, and activities to be conducted;
- working collaboratively with the *Development* and *Professional Development/Communication/Accommodations* Contractor;
- creating and maintaining a single approved schedule for the development, professional development/communications/accommodations, and administration of required tasks, subtasks, and activities to be conducted;
- developing and maintaining information technology modules (as described in this Contract);
- receiving (from *Development* Contractor) and printing of all standard print versions of camera-ready assessment documents;
- developing and reproducing all ancillary assessment materials, including answer documents, header sheets, Teacher Return Envelopes, labels, etc.;
- having and using a system that tracks the shipment of all materials and ensures the return of all materials that either have assessment items or could potentially contain student information (i.e. assessment booklets, answer documents, and audio accommodations, etc…);
- having an online, secure-password system for obtaining and maintaining MI-Access Coordinator contact information, collecting Assessment Administrator and student counts, ordering additional assessment materials, etc.;
- establishing a toll-free MI-Access Hotline number and email address, along with appropriate staffing to support the hotline, to respond to questions from MI-Access Coordinators and others with questions related to MI-Access development, professional development/communication/accommodations, and administration;
- providing information, data, and/or have staff participate in the two (2) annual MI-Access Webcasts, as needed;
- distributing all assessment materials;

- receiving and processing all assessment materials;
- scanning answer documents;
- scoring student responses (multiple-choice and open-ended or constructed response);
- psychometric analysis of student responses;
- reporting student results;
- creating an item data file;
- creating a student data file (including field test data);
- creating an aggregate data file (including rollups at group code, school, district, and State levels for all public schools, private schools, and public academies);
- analyzing the adequacy of scheduling, program management, materials printing, materials receipt, materials processing, scanning, scoring, and reporting with a focus on improving performance;
- creating a complete Contract Report for each cycle (including a technical manual as well as process documentation, and recommendations for improving performance); and
- providing documentation processes and electronic data management.

1.102 Out of Scope

The following is considered outside the scope of this Contract:

- The development and administration of any assessment that is not part of the grade 3-8, and 11 MI-Access assessments.
- Professional development and communication products not required per the Contract.
- Any tasks not related to this Contract.

1.103 Environment

The Contractor must adhere to the State's technology environment specified in Appendix B.

The Contractor must provide electronic documentation using the Microsoft Office suite (XP version) unless otherwise agreed to by the Contract Compliance Inspector (CCI).

1.104 Work and Deliverable

The MI-Access Contractor shall provide services and staff, and otherwise do all things necessary for, or incidental to, the performance of work within the timelines as set forth within this Contract. With the exception of severe market changes outside the control of the Contractor, after the initial effective date of the Contract, any short-sightedness of the Contractor to provide sufficient resources for the deliverables of this Contract and within the established timelines shall not be an acceptable reason for changing any price/rate.

(A) General Description of MI-Access Assessments

The following is a general description of MI-Access assessments and their properties with which the Contractor must comply:

The MI-Access assessment must be demographically fair in full consideration of Michigan's diverse student population. In design and content, the assessments should allow for maximum participation of students with disabilities or students with disabilities who are also ELLs. Changes to assessment blueprints may dictate changes in the numbers and/or types of items on future forms of the assessments.

The MI-Access assessment must be based on sound psychometric designs that ensure curricular and instructional validity and yield scores that are reliable and valid measures of student achievement or proficiency as defined by the underlying frameworks upon which the assessments are designed (e.g. EGLCE or EHSCE). The overall assessment designs must address issues arising from the need for comparable year-to-year assessment results. To support the critical use of all MI-Access assessments, the content of the assessments, including the scores produced, must be of the highest technical quality and must meet the requirements of the American Psychological Association (APA) / American Educational Research Association (AERA) / National Council on Measurement in Education (NCME) "Standards for Educational & Psychological Testing" (1999).

The administration of the MI-Access assessments occurs twice each school year. The grades 3-8 assessments are administered in the Fall (second week of October thru the third week of November) and the grade 11 assessments are administered late Spring (third week of February thru the first week of April. The MDE's goal is to return results back to school systems shortly after each assessment window is completed. The Fall results by January and the Spring results by May.

The majority of the MI-Access assessments consist primarily of selected-response items. The Functional Independence also includes constructed-response items. More details related to each MI-Access assessment can be found in the Assessment Plans, which can be downloaded from www.mi.gov/mi-access.

- MI-Access P/SI Assessment Plan – ELA and Mathematics (located in the "P/SI" MI-Access Web page category);
- MI-Access FI Assessment Plan – ELA and Mathematics (located in the "FI" MI-Access Web page category); and
- MI-Access Science Assessment Plan – P/SI and FI (located in the "P/SI" and "SI" MI-Access Web page category).

The assessment plans contain the following information:

- Purpose of the Assessment Plan;
- Background on MI-Access;
- Program Purpose and Implementation;
- Development of the Assessments;
- Description of the Assessments (including constructs assessed, grades assessed, assessment format, and the assessment blueprints);
- Scoring Rubrics (P/SI, FI ELA only);
- Item Coding;
- Administering and Reporting;
- Sample items; and
- Membership of the Assessment Plan Writing Team.

The operational assessments for all of the MI-Access assessments contain linking items to equate the future instruments to current forms. The linking of score scales from one (1) year to the next is achieved by using a limited number of core items from each of the operational MI-Access assessments from the previous year.

The size of the student populations to be assessed is outlined in the Materials section in Appendix A.

1. MI-Access P/SI Assessments

Mathematics

The MI-Access P/SI mathematics assessments have four (4) overarching areas of focus: (1) Numbers and Operations, (2) Data Analysis, (3) Geometry, and (4) Measurement. However, Algebra is an additional focus for SI in the middle school and high school assessments.

It is understood that the MI-Access P/SI student populations access information—including mathematical information and concepts—in a variety of ways. While some students will read numbers, others will use listening, viewing, speaking, and visual representation (such as drawing) skills when responding during the assessment activities. Therefore, the mathematics assessments pay close attention to the needs of non-reading and non-writing students, and are designed in such a way that they measure a student's knowledge of mathematical concepts as opposed to his or her reading and/or writing ability.

The MI-Access P/SI mathematics assessments assess several of the same constructs as the MEAP mathematics assessments. There are differences, however, in the number of assessment items and the depth, breadth and complexity has been reduced appropriately for the populations being assessed. In addition, many of the standard and nonstandard accommodations that students with disabilities need to participate fully in the MEAP are not needed to participate in MI-Access P/SI assessments. This is because the latter assessments are universally designed, which means they were developed in such a way that the need for accommodations is reduced, if not eliminated, by removing barriers to accessing the assessment to demonstrate what students know related to mathematics.

While item difficulty varies on specific grade-level MI-Access P/SI mathematics assessments, they generally are designed the same way.

- All items are provided in a real-world performance context.
- Hands-on materials or objects—such as coins, clocks, etc.—may be used as long as the material or object does NOT change the nature of a question or elicit a different response.
- Picture cards using tactile graphics are also produced for students with visual impairment

Although mathematics is typically taught as a distinct content area, the concepts of mathematics permeate many content areas and daily experiences. Making these connections explicit for students with significant cognitive disabilities will be key to mathematics having functional applications in daily life. Whereas, music is one (1) area for making mathematics connections, students may also find meaning for their current academic skills in cooking or construction projects. Teachers may adapt the instructions to include current concepts. A recipe may be adapted for counting, measuring, using fractions, and matching large numbers (oven temperature). Instructions for building a bird house may include references to shape, angles, measurement of length, and slope (roof).

The P/SI operational mathematics assessments include both core and embedded assessment activities. Core items are those upon which students' scores are based. Embedded items are those that are placed in the assessment for field testing purposes to gather statistical data; performance on these items does not impact a student's score. The P assessment activities are scored using a three (3) point scoring rubric. While the MI-Access SI assessment activities are scored using a two (2) point rubric.

ELA

The MI-Access P/SI ELA assessments cover much of the same content as the MI-Access FI assessments, but the content is reduced in depth, breadth and complexity that is appropriate for the populations being assessed. For example, instead of assessing a student's ability to *decode* print, these assessments measure a student's ability to *access* information, whether it is presented as print, pictures or actual objects similar to the same way that the student accesses information during instruction. Similarly, instead of measuring a student's knowledge in the area of *written* expression, these assessments measure a student's ability to *express* meaning, again in whatever form he or she typically uses to express thoughts and ideas in the classroom.

Furthermore, many of the standard and nonstandard accommodations students with disabilities need to participate effectively in the MEAP ELA assessments are not needed to participate in the MI-Access P/SI assessments. This is because the latter assessments are universally designed, which means they were developed in such a way that the need for accommodations is significantly reduced, if not eliminated, by removing barriers to accessing the assessment to demonstrate what students know related to ELA.

The item format currently used is a performance activity format where the item presented within a context that should be familiar to the students. The selected-response item format, using picture cards, will start being used as embedded field test items during the 2007/2008 school year and operational in 2008/2009. Picture cards will be produced as tactile graphics for students with visual impairment.

While item difficulty varies for each grade cluster of the MI-Access P/SI ELA assessments, the general organization is the same. The assessment activities are based on three (3) adult life contexts (community experience, daily living skills, and employment) and comprised of three (3) distinct components (Word Study, Comprehension, and Expressing Ideas). The components are described below.

Word Study: Students are asked to complete assessment items that measure their ability to access or recognize highly familiar and frequently encountered words in print, a picture, or actual object representing the printed words while participating in a performance context that typically occurs in the classroom.

Comprehension: Students are asked to complete assessment items that allow them to access and comprehend various forms of information that are based on the three (3) adult life contexts.

Expressing Ideas: Students are asked to respond to a prompt that provide opportunities to express their ideas by writing, drawing, dictating, gestures or using a combination of response modes when responding to the prompt.

The operational MI-Access P/SI ELA assessments include both core and embedded assessment items. Core items are those upon which students' scores are based. Embedded items are those that are placed in the assessment for field testing purposes to gather statistical data; performance on these items does not impact a student's overall score. The MI-Access P assessment items are scored using a three (3) point scoring rubric. While the MI-Access SI assessment items are scored using a two (2) point rubric.

Science

The MI-Access P/SI science assessments reflect the Michigan Curriculum Framework Content Benchmarks 2000 version (MCF v.2000), which have been extended—or reduced in depth, breadth, and complexity—so they are appropriate for the student populations being assessed. The draft Extended Benchmarks (EBs) cover five (5) strands, including (1) constructing new scientific knowledge, (2) reflecting on scientific knowledge, (3) using life science, (4) using earth science, and (5) using physical science. The P assessments have 20 items (13 selected-response and seven (7) activity-based observations) and the SI assessments have 22 items (all selected-response), which assess knowledge in these five (5) strands. All of the P/SI items use the same scoring rubrics used for the P/SI ELA and mathematics assessments. Also, 8 ½ x 11 picture cards are used by the Assessment Administrator to present the options in order for the student to select the answer. Tactile graphic picture cards, at this point in time, are not needed for the MI-Access science assessments.

2. MI-Access FI Assessments

Mathematics

All MI-Access FI Mathematics assessments focus on four (4) specific mathematics areas or strands—(1) data and probability, (2) geometry, (3) measurement, and (4) numbers and operations. The grade eight (8) and 11 assessments also focus on Algebra. The Grade Level Content Expectations and benchmarks assessed in these areas, or strands, have been extended to reflect a complexity level that is appropriate for the students being assessed.

To make the assessments meaningful for students, the mathematics items are presented in one (1) of three (3) real world contexts: daily living, community experience, or employment. Assessments for students in grades three (3), four (4), and five (5) have 38 multiple-choice items; assessments for students in grades six (6), seven (7), and eight (8) have 45 multiple-choice items; and assessments for students in grade 11 have 50 multiple-choice items. Each question is followed by three (3) answer choices.

The assessments are designed so that any data, tables, charts, advertisements, and/or text that are needed to respond to a question are provided as part of the item, not supplied by the Assessment Administrator. There may be instances, however, where, because of the student population being assessed, Assessment Administrators may choose to have actual materials on hand instead of relying solely on the pictures/graphics in the assessment booklets. (Coins, bills, clocks, and base ten blocks are some examples). This is allowed as long as the use of actual materials does NOT change the nature of the question or elicit a different response.

To help with assessment *Administration*, acetate rulers and Braille/Large Print rulers have been provided for students to use when answering questions that require measurement. Students may also use calculators on the mathematics assessment if they are routinely used during classroom instruction. It should be noted, however, that no items were written to be calculator dependent. Students may record their answers and perform computations directly in their assessment booklets.

More details about the FI Mathematics assessments can be found in the MI-Access FI Assessment plan posted on the MI-Access Web page at www.mi.gov/mi-access.

ELA

The MI-Access FI ELA assessments consist of two (2) components: (1) accessing Print, which includes word recognition and text comprehension, and (2) expressing Ideas. The following is a description of the different components.

ELA Accessing Print – Word Recognition. This portion of the ELA assessment assesses high frequency sight words and high-utility functional vocabulary that are relevant to the FI student population. Assessed words will (1) be highly familiar to students, (2) appear frequently *in print* in students' daily environments, and (3) measure important vocabulary (that is words students must be able recognize in a written format to carry out routine tasks in their daily lives).

There are 24 word recognition multiple-choice items. At grade three (3), students will be asked to examine a picture and select a printed word that matches the picture. This task measures a student's ability to read words with support from illustrations and link words to the objects/actions they describe. This is very similar to activities presented in traditional emergent-reading materials. At grades four (4) through eight (8) and 11, students will be asked to select a word that correctly completes a sentence. This task assesses a student's understanding of the role that word meaning (semantics) and word order (syntax) play in sentence construction. All students—regardless of grade—will have three (3) words from which to choose.

ELA Accessing Print—Text Comprehension. In this portion of the ELA assessment, students will read or listen to three (3) types of passages: narrative, expository, and functional. Narrative passages are fictional stories presented in a traditional structure (i.e., characters, plot, setting, sequence of events, theme, problem/resolution, and dialogue). Expository (or informational) passages present factual information about a topic in various structures (i.e., description, enumeration, sequence, compare/contrast, problem/solution, cause/effect). Functional passages present information in a real-life context or format (signs, schedules, brochures, posters, etc.). All passages—regardless of type—are based upon one (1) of three (3) adult life contexts: daily living, community experience, or employment. In addition, they consist of content and vocabulary that are appropriate for the students being assessed.

This portion of the assessment has four (4) passages, each of which is followed by seven (7) multiple-choice questions with three (3) answer choices. The readability of the passages has been determined by the professional judgment of item writers, content editors, and item review committees composed of Michigan educators. In addition, *Degrees of Reading Power*® (DRP®) software has been used to analyze the difficulty levels of the passages.

ELA—Expressing Ideas. In this portion of the ELA assessment, students will be asked to respond to prompts by "expressing ideas" related to practical, real-world situations. The prompts have been developed to accommodate various response modes, which means that students may write, draw, or use a combination of the two (2) modes to express themselves. (Students whose disabilities prevent them from writing or drawing may dictate their responses.) Student responses are scored using a four (4) point rubric that addresses topic focus, organization, and use of language and visual conventions.

Science

The MI-Access FI science assessments reflect the Michigan Curriculum Framework Content Benchmarks 2000 version (MCF v.2000), which have been extended—or reduced in depth, breadth, and complexity—so they are appropriate for the student population being assessed. The draft EBs, cover five (5) strands, including (1) constructing new scientific knowledge, (2) reflecting on scientific knowledge, (3) using life science, (4) using earth science, and (5) using physical science.

The assessments for students in grade five (5) have 43 selected-response items; assessments for students in grade eight (8) have 50 selected-response items; and assessments for students in grade 11 have 60 selected-response items. Each question is followed by three (3) answer choices (sometimes just words, and other times graphics with or without words). The assessments are intentionally designed so that any information, graphics, and/or text that are needed to respond to a question are provided as part of the item, not supplied by the Assessment Administrator. There may, however, be instances where, because of the student population being assessed, Assessment Administrators choose to have actual materials on hand instead of relying solely on the pictures/graphics in the assessment booklets. This is allowed as long as the use of actual materials does NOT change the nature of the question or elicit a different response. Additional information can be found in the MI-Access Science Assessment Plan, which is posted on the MI-Access Web page at www.mi.gov/mi-access.

3. Released Items

It is the intent of MDE to release a percentage of the operational core items each year, replacing them with embedded field tested items.

The "replacement core" items (field-tested items) that replace the Core items will be placed on the same scale as the Core assessment so that the Core assessment will be equated from year-to-year. The Core items will be used to produce the individual student scores used for reporting back to educators and parents, as well as for NCLB Adequate Yearly Progress (AYP) purposes, IDEA reporting requirements, and for Michigan's EducationYes! and NCLB accountability reports.

4. Emergency Forms

On occasion, when irregularities in assessment administration procedures have been reported during the assessment administration window, a parallel (a.k.a. emergency) form of each assessment has been used to re-assess students. Therefore, an "emergency" form is needed for each MI-Access assessment at each grade level. The same emergency form can be used for more than one (1) school year so long as the form remains secure. The *Development* Contractor is responsible for providing items and creating the emergency form. The *Administration* Contractor must coordinate with the *Development* Contractor the schedule for creating a new emergency form in the event that a new emergency form is needed. The *Administration* Contractor is responsible for scaling, equating, and reporting on emergency forms.

(B) Coordination with Multiple Contractors

During the Contract period, the *Administration* Contractor is responsible for coordinating with the *Development* Contractor and the *Professional Development/Communication/Accommodations* Contractor.
General Coordination Responsibilities. The *Development* Contractor, *Professional Development/Communication/Accommodations* Contractor, and the *Administration* Contractor all have the responsibility for specific tasks related to the successful development and implementation of the MI-Access assessments. Tasks **must** be coordinated so that all required tasks are completed on time, accurate, with quality, and costs are minimized.

1. MI-Access Coordination Responsibilities

In the MI-Access assessments, the items produced by the *Development* Contractor will undergo a final round of tryouts (called "field tests") before they are used in calculating student scores (called "operational assessments"). This round of tryouts is the only round of tryouts in which the *Administration* Contractor is involved. Small sets of new field test items measuring a few EGLCE, EHSCE, or EB will be embedded in each of the operational forms of all of the MI-Access assessments. The field test items will be embedded throughout the multiple forms in order to field test sufficient items to replace the core operational items in the future operational assessments. Where possible, the field test items will be interspersed throughout the test forms.

The *Development* Contractor must provide a camera-ready copy of each assessment form, along with the items and associated statistics from the item bank, to the *Administration* Contractor. Camera-ready is the final (print-optimized) electronic or hardcopy version of the booklets that will be used for print production. Camera-ready versions of the booklets must also be provided to the *Professional Development/Communication/Accommodations* Contractor in order to produce the accommodated versions of the MI-Access assessments.

The *Administration* Contractor must administer the field test items which will be embedded with the operational assessment. The *Administration* Contractor must score the field test items at the same time as the operational core items. The *Administration* Contractor must also score the FI ELA Expressing Ideas student produced responses to the field test prompts at a time agreed upon between the *Development* Contractor and *Administration* Contractor in order to have the item data in time for the *Development* Contractor to produce the needed data booklets for the SRC and CAC item/data reviews. The *Development* Contractor must complete all necessary analyses of the field test items to facilitate SRC/CAC review within two (2) weeks of finalizing item analyses of the field tested items.

To facilitate the work of the *Development* Contractor and the *Professional Development/Communication/Accommodations* Contractor, the *Administration* Contractor must coordinate with *each* Contractor to familiarize each other with the assessment design, blueprints, assessment specifications, accommodated versions, and reporting requirements to ensure that each assessment is replicable from cycle to cycle; and that sufficient items are viable post-field testing to replace the needed Core items (some of which will be released). The *Development* Contractor and the *Administration* Contractor must carefully coordinate their work to ensure success on the timeline that exists.

Embedded field testing is cost effective as well as an efficient use of valuable assessment time in the classroom.

2. Item Bank Coordination Responsibilities

The *Development* Contractor is responsible for using the current MI-Access item banks or proposing an Item Banking Software system to be accessed directly by the *Development* Contractor *and* by MDE. The *Administration* Contractor and *Professional Development/Communication/Accommodations* Contractor will have no responsibility for maintaining or accessing this software system. The *Administration* Contractor must have a suitable electronic database system of information on operational and field test items to track item characteristics and performance through field-testing and operational assessments. Neither MDE nor the *Development* Contractor will have responsibility to access to the *Administration* Contractor's Item Banking System. However, the *Administration* Contractor must be capable of coordinating data exchanges with the *Development* Contractor to deliver updated performance statistics after operational assessments to the *Development* Contractor to update the *MDE* Item Banking System.

It shall be known that all assessment items and materials used for MI-Access (MI-Access Items and picture cards) are the property of the MDE. The *Development* Contractor*, Professional Development/Communication/Accommodations* Contractor*,* and *Administration* Contractor must demonstrate their security processes to prevent misuse or unauthorized access to the items while in their possession and during transfers.

(C) Development Tasks

The following is a preliminary analysis of the major tasks involved for developing the end product of this Contract. The *Development* Contractor is not, however, constrained from supplementing this listing with additional steps, subtasks or elements deemed necessary to permit the development of other approaches or the application of proprietary analytical techniques.

This section outlines the tasks to be implemented under this Contract for Statewide item and assessment development of all of the current MI-Access assessments.

The primary tasks, with the assumption that quality processes exist throughout, include:

1. Schedule

The *Development* Contractor must provide a comprehensive, highly detailed schedule for the required Contract deliverables and activities. This must be made available in paper form and available electronically (using MS Project software or other comparable planning software compatible with MDE software) to the MDE upon award of the Contract and after each modification of it throughout the course of this Contract. This comprehensive schedule must include all key item and test development activities. The development plans must be coordinated with the *Professional Development/Communication/Accommodations* Contractor and the *Administration* Contractor carefully since both the *Professional Development/Communication/Accommodations* Contractor and the *Administration* Contractor procedures and schedule will determine the timing of delivery.

In order to monitor Contract activities, the MDE requires monthly written progress reports, plus weekly update telephone meetings and monthly face-to-face meetings with the *Development* Contractor's staff. Additionally, the *Development* Contractor will report to the MDE CCI and at times will meet with other groups regarding this Contract.

a. Narrative Timeline

The *Development* Contractor must include a detailed narrative timeline or schedule that outlines both by task/subtask and chronologically for the entire Contract period, each activity to be performed under this Contract. The chronological schedule must include proposed task initiation and completion dates and levels of effort (i.e., hours) by task for proposed personnel including all *Development* subcontractors. The schedule must show which organization is responsible for the task. The schedule will also serve as a monitoring document to assure timely completion of tasks as scheduled.

Since the schedule may need revision and updating during the term of the Contract, the *Development* Contractor must follow the change control process (reference section 1.403) with the CCI when changes are anticipated by providing an updated version in writing. Two (2) copies of any updated schedule must be submitted for approval 30 days before work is needed to begin on the scheduled items. The MDE CCI shall respond in writing to each updated schedule within 10 working days of receipt. Timeline revision may require a Contract amendment.

b. Progress Reports

The *Development* Contractor must produce monthly progress reports, using an MDE approved format, with relevant tasks and activities from the schedule included and progress noted for each. The reports must indicate unanticipated outcomes or problems and a schedule of deliverables for the subsequent six (6) weeks. The *Development* Contractor must email the written report to the MDE CCI by noon (EST) of the first Tuesday of each month covering the previous month's activities.

c. Management Meetings

The successful operation of the Contract will require weekly telephone conference call meetings between the *Development* Contractor and the MDE staff, or as requested by the CCI. These conference calls will provide an opportunity to review and discuss task implementation and status. Monthly in-person meetings will also alternate between the *Development* Contractor's office and the MDE location. Contractor site location will be where the operations related to this Contract are conducted. *Development* subcontractor(s) will meet jointly with the *Development* Contractor and MDE staff as appropriate to discuss relevant tasks. The *Development* Contractor will be responsible for the cost of sending its and any *Development* subcontractor(s) staff to meetings and other Contract related meetings in Lansing.

A similar schedule of face-to-face meetings is required to coordinate *Development* Contractor services with the *Professional Development/Communication/Accommodations* Contractor and the *Administration* Contractor. At least three (3) of these meetings will be scheduled to overlap so that the *Development* Contractor and *Development* subcontractor(s), the *Professional Development/Communication/Accommodations* Contractor, and the *Administration* Contractor can meet together with the MDE to plan, deliver, anticipate, and problem-solve issues that require coordination.

d.Other Meetings

The *Development* Contractor may make periodic reports to the SBE (oral and written) and meet with the CCI and advisory committees, or other groups as required by the CCI. In addition, every Fall the MDE conducts five (5) to six (6) two (2) day Fall conferences across the State. Day two (2) of the conferences focuses on students with disabilities and there are always presentations related to MI-Access assessments. The *Development* Contractor must plan on at least two (2) staff attending and presenting at these conferences.

Sample: Fall 2007 Assessment and Accountability Conference Dates

Battle Creek, McCalmly Plaza	October 29 & 30
Marquette, Northern MI University	November 6 & 7
Crystal Mountain	November 8 & 9
Sterling Heights, Sterling Inn	November 14 & 15
Lansing, Lansing Center	November 19 & 20
Novi, Sheraton Detroit Novi	November 29 & 30

For the purposes of this Contract, the *Development* Contractor must plan and budget for two (2) additional two (2) day meetings per year attended by two (2) persons each from the *Development* Contractor and for an additional 10-12 days (two (2) days per fall conferences).

e. Records and Minutes

The *Development* Contractor must take accurate minutes and record lists of participants from *all* meetings including, but not limited to, item reviews, management meetings, and advisory committees, formal meetings or phone calls between the *Development* Contractor and MDE. The *Development* Contractor must maintain and submit to the MDE CCI all minutes and records, which have been formatted well and proofed, electronically (i.e. email) within two (2) working days or an agreed upon date.

(2) Assessment Development Activities

Assessment administration occurs two (2) times each school year. It is the goal of the MDE to return results back to school systems shortly after the assessment window is closed. The elementary and middle school MI-Access assessments is administered annually in the Fall, starting the first week of October and ending the middle of November, with results to be returned no later than early January, while the grade 11 MI-Access assessments are administered once annually – third week of February thru the first week of April, with results to be returned the third week of May.

Field test items are included as part of each distinct assessment administration form for all existing assessments (see above). New field test items for mathematics and ELA are to be developed for grades three (3) – eight (8), and 11 also containing linking items to current forms (all forms share a common core of items). In addition, new field test science items are to be developed for grades five (5), eight (8), and 11. The *Development* Contractor must develop items that meet the MI-Access item specifications. Sample and released assessment items can be downloaded from the MI-Access Web page at www.mi.gov/mi-access. Sample items are in the assessment plans and the released item booklets

Assessment development includes the development of pools of items for each content area and each MI-Access population assessed, and the electronic data management of items. In addition, the Contractor *must* use InDesign (MDE currently has CS2) desktop publishing to produce the camera-ready operational booklets for the Fall and Spring assessment windows.

On occasions when irregularities in assessment administration procedures have been reported during the assessment administration window, an additional, non-overlapping parallel form of the assessment will be used to retest students. Therefore, sufficient items must be developed to supply an “emergency” form for each MI-Access assessment at each grade, content area, and MI-Access population. The same emergency form can be used for more that one (1) school year as long as it remains secure and consistent with the assessment designs.

Given the magnitude of the tasks, the major tasks are detailed in subsequent sections with subtasks. The *Development* Contractor must complete all the tasks, subtasks and activities specified.

The work of the *Development* Contractor will occur throughout the year, so as to develop the assessments needed for the Fall elementary and middle school assessment, as well as the Spring high school assessments. A description of the assessments used in each program is given below, including a description of the how the *Development* Contractor will implement the MDE owned MI-Access item bank system. This section is followed by a tentative list and schedule of activities for the development of the elementary, middle school, and high school assessments.

a. Inventory of Existing MI-Access Assessments

One (1) of the first tasks of the MI-Access *Development* Contractor will be to inventory and review the existing MI-Access assessment item banks to inventory the items that have been created but not publicly released in mathematics, ELA, and science for all three (3) populations being assessed. Currently there are approximately 5,200 assessment items across all grades and subjects plus 150 ELA FI passages. These items exist in the current MDE owned MI-Access item banks that were developed specifically for MI-Access thru the current MI-Access Contract. The purpose of this review is 1) for the *Development* Contractor to become familiar with the types of items created for the MI-Access assessments, 2) ascertain the level of quality of these materials, 3) determine the numbers of items that match each EGLCEs, EHSCEs, or EBs and therefore can be used in future assessment form development, and 4) define the development needs and effort needed to keep the pools of items sufficiently refreshed to create new forms for at least three (3) years.

The goal of the MDE is to maintain sufficient items for each EGLCEs, EHSCEs, or EBs in the assessment designs to construct operational forms of the assessments and have one (1) emergency form of the assessments at all times. This requires a constant infusion of quality, successfully field tested items to replace those items released after each administration (i.e. all scored items).

The MI-Access *Development* Contractor shall provide a comprehensive list of all available, unused MI-Access items for each EGLCEs, EHSCEs, or EBs as well as items they think are not correctly linked to an EGLCEs, EHSCEs, EBs, or standard, as appropriate. Item statistics must also be reviewed. This list must indicate the total numbers of items per EGLCEs, EHSCEs, or EBs, as well as in the judgment of the *Development* Contractor, the number of these deemed to be fit for use in operational MI-Access assessments.

b. Item Banking System

The OEAA owns an item bank system which stores all existing MI-Access assessment items which was developed via the Delphi IDE development tool. The database is maintained in Borland Interbase format. The computer language used to maintain this application is Delphi/Pascal. The MI-Access item bank interacts with InDesign, Microsoft Excel, Microsoft Access, and Paradox. The Contractor must enhance, as needed, and maintain the existing MI-Access item bank software with the understanding that all enhancements, updates and additions to the software remain the property of the State. This includes all assessment items and options, all passages and artwork, source code, item statistics, item data and all related supporting system documentation.

General IT Requirements

Assure that all project and program quality standards are observed through planning, review and inspection as defined in the IT Quality Plan in Appendix C. State technical and project management standards are referenced in sections 2.051 and 2.052. Contractors should note that a Standard Exception Request has been approved for the use of Microsoft .NET as the development tool for the Contract and Microsoft IIS will be used as the web server. Any proposed changes in the quality plan or standards must be approved at project startup.

All Web sites designed under this Contract by the *Development* Contractor must have the general look and feel of the official State web sites, including adherence to the IT standards (sections 2.051 and 2.052).

The Item Banking Software must include the ability for a System Administrator to update database reference code tables.

All Web sites must include online help documentation.

Browser Requirements:
For private internet sites which require secured login, software must work with a Web browser that supports HTML 4.0 and later (Example: Internet Explorer 3.02 [and greater] / Netscape Navigator 3.0 [and greater]).

For public accessible internet sites refer to State standards at
http://www.michigan.gov/documents/Look_and_Feel_Standards_2003v2_72379_7.0.pdf

and

http://www.michigan.gov/documents/Usability_guidelines_2003v1_72381_7.pdf

Platform Requirements:

The Contractor must adhere to the requirements in section 1.103 Environment.

The Web pages must be operational in both a Windows and Mac environment.

Security Requirements:

The Contractor must adhere to the specifications in the security section 1.104.N.

Additional Technical Requirements:
- Adhere to all security requirements.
- The file format will be in XML or some other agreed-upon format.
- Navigation to and selection of items must include the capability to group items by assessment and cycle, view status and history of individual items, and to view all assessments (field and operational) on which items have appeared.

c. Item Development Plans

There are a number of steps associated with item development. Each of these is described below.

This section describes the generic tasks in their entirety. The development of a pool of usable items that will last at least three (3) years will be developed once during the Summer of 2008 for all grades assessed. The dates identified for the production of camera-ready operational booklets are specific to the elementary and middle school assessment scheduled for Fall 2008. These provide the pattern for future cycles. ***Note that there is a Spring grade 11 Assessment window as well.***

1. Participate in Contract Kick-Off Meeting

Within two (2) weeks of the award of the Contract the key staff of the *Development* Contractor and sub-*Development* Contractors, if used, the *Professional Development/Communication/Accommodations* Contractor, the *Administration* Contractor and MDE staff must meet for at least two (2) days to review project plans, schedules, and activities. The goal is to make any needed last-minute changes to the 2008-2009 MI-Access development activities, to revise schedules and planned activities accordingly, and to begin work to produce the materials needed for the 2008-2009 MI-Access. This meeting will include discussion of the manner in which the educators that participate in item development in Michigan will be recruited, the facilities to be used for item development (locations with the requisite computer labs or access to computers as well as conference rooms, with lodging and meals conveniently handled), confirmation of the staffing assigned to the project by both the MDE and the *Development* Contractor, and a thorough review of the steps in the development process. The *Development* Contractor must provide the MS Project schedule for review, editing and approval.

2. Develop the Annual Assessment Development Plan

(First Draft Plan must be developed by the first kick-off meeting for review and approval) The MI-Access *Development* Contractor must develop and revise the annual development plans as needed from the kick-off meeting, and keep them up-to-date (in MS Project) as the plans change during implementation of item and assessment development.

Each year there will be two (2) three (3) day *joint* kick-off meetings – one (1) for the Fall MI-Access assessment window and the other for the Spring MI-Access assessment window with the *Development* Contractor, *Professional Development/Communication/Accommodations* Contractor, and the *Administration* Contractor to discuss activities that need to be completed for successful administrations of the MI-Access assessments. The development plan, which the *Development* Contractor is responsible for producing for the kick-off meetings, must describe major and minor steps for development tasks that need to be carried out, starting and ending dates, and the specific staff (by name) who are participating in each step, as well as those leading each step. The initial calendar, changes in milestones, and changes in significant steps must be approved by MDE. Particular attention must be paid to steps involving other parties such as the *Professional Development/Communication/Accommodations* Contractor, *Administration* Contractor, *Development* subcontractor(s), data exchanges, and item or assessment deliveries. This is a cooperative venture requiring mutual agreement on key deliverables so that every party can complete their task and Michigan educators perceive the project as a seamless, coordinated project that always meets projected timelines.

3. Finalize *Development* Contractor Staffing Plans

The MI-Access *Development* Contractor must specify the staff assigned to development work once the plans have been finalized. Note that this is not an opportunity of substituting lesser-qualified individuals for those included in the bid (see section 2.041). It is anticipated that the *Development* Contractor may wish to add additional program assistants, computer specialists, or others as the *Development* Contractor comes to understand the manner in which the item development will proceed.

4. Select Michigan Item Development Team (IDT) Participants

The MDE will solicit for applications and will acquire contact information for each applicant for the IDT Teams. The *Development* Contractor must work with MDE staff to select the members of the IDTs in each content area *and* MI-Access population being assessed. The MDE will maintain an update database of IDT member contact information that will be shared with the *Development* Contractor.

The table below provides information on the number of IDT members that will be needed for each content area and population.

Number of IDT Members

Population/ Content Area	ELA	Mathematics	Science
P/SI (elementary, middle school, and high school)	3-General Education ELA specialists 3-P/SI Special Education Specialists 2- Visually Impaired (VI) and Hearing Impaired (HI) special education specialists	3-General Education ELA specialists 3-P/SI Special Education Specialists 2-VI and HI special education specialists	3-General Education ELA specialists 3-P/SI Special Education Specialists 2-VI and HI special education specialists

FI (elementary)	3-General Education science specialists 3-FI Special Education Specialists 2-VI and HI special education specialists	3-General Education science specialists 3-FI Special Education Specialists 2-VI and HI special education specialists	3-General Education science specialists 3-FI Special Education Specialists 2-VI and HI special education specialists
FI (middle school)	3-General Education science specialists 3- FI Special Education Specialists 2-VI and HI special education specialists	3-General Education science specialists 3-FI Special Education Specialists 2-VI and HI special education specialists	3-General Education science specialists 3-FI Special Education Specialists 2-VI and HI special education specialists
FI (high school)	3-General Education science specialists 3-FI Special Education Specialists 2-VI and HI special education specialists	3-General Education science specialists 6-FI Special Education Specialists 2-VI and HI special education specialists	3-General Education science specialists 6-FI Special Education Specialists 2-VI and HI special education specialists
Total	32	32	32

Each individual is to be paid a daily honorarium (plus substitute teacher fee paid to the district) of $100 per day for the work that they do at each meeting, as well as between and after meetings. For Contract purposes, assume that *each individual* will work 12 days, stay overnight for six (6) nights @ $90/night and be paid the daily allowance for meals @ $16.50 per dinner for six (6) nights of the meetings. Each person will also travel approximately 200 miles roundtrip for each of the two (2) meetings, with State rates of $0.48/mile used to reimburse them. Breakfast, breaks, and lunch will also need to be budgeted, but not in what an individual will be reimbursed.

5. Create/Select Needed Assessment Development Materials

The MI-Access *Development* Contractor is responsible for collaboratively working with the MDE in determining what materials will need to be developed to train the Michigan MI-Access IDTs. The *Development* Contractor must produce the materials that will be used for training of the MI-Access IDTs, as well as to manage the work of the group. This shall include, as a minimum, an Item Development Guide, which includes the MI-Access approved item specifications, (that describe the types of items that will be created and the components of each type, universal design principals, artwork requirements), EGLCEs, EHSCEs, and/or EBs, the overall project activities and how the item writers fit into this process, the step-by-step process of creating reliable and valid assessment items, how the work of the IDTs will be edited and revised, and the criteria for judging the quality of the work that they produce. The Guide must also contain examples of good and poor items, with explanations of how the poor items could be improved. The draft Guide must be produced by the *Development* Contractor, reviewed and approved by the CCI *prior* to use in any item development meeting.

In addition, the *Development* Contractor must develop a template that can be used by IDT members when drafting items electronically that item developers can use during each item development session. One (1) form must be developed for the creation and submission of selected-response items, activity format items, and one (1) for the submission of constructed-response items for the MI-Access FI ELA Expressing Ideas prompts.

The selected-response form must have a consistent location for (1) the EGLCE, EHSCE, or EBs, (2) the stem and answer choices to be indicated, (3) the adult life context (4) any source materials or any special comments noted (and eventually scanned and electronically attached to the item), (5) description of any artwork/labels needed, and (6) the correct answer choice indicated always as “A”.

The activity format forms must have a consistent location for (1) the EGLCE, EHSCE, or EBs, (2) the specific activity, (3) the scoring focus, and (4) the adult life context, and (5) any source materials or any special comments noted (and eventually scanned and electronically attached to the item) to be written.

The constructed-response form must have a consistent location for (1) the FI ELA Expressing ideas prompt to be indicated, (2) the adult life context, and (3) a location for source materials or any special comments to be noted and eventually attached to the item electronically after scanning.

Prior to the first meeting of the IDT, the *Development* Contractor must have written passages for the FI Accessing Print component of the ELA assessment, according to the MI-Access approved items specifications, for potential use and have these reviewed by the SRC and CAC so that item development can proceed with approved passages.

Finally, the *Development* Contractor must collaborate with the MDE to develop any additional ancillary materials needed at the meeting. These include the meeting agenda, list of attendees (Michigan educators, MDE staff, and *Development*, *Professional Development/Communication/Accommodations* and/or *Administration* Contractor staff), security agreement, expense forms, prototype items, subject specific resource materials, etc.

6. Make Arrangements for Initial Meeting of the IDTs

The *Development* Contractor must cover the cost of the meeting rooms for the first of two (2) two (2) day meetings of the ELA and mathematics IDTs, and science IDTs, along with breakfast and lunch (and snacks) for all meeting attendees, for each content area and MI-Access population. The ELA and Mathematics IDTs will meet first. The Science IDTs will have their own initial two (2) day meeting. The ELA and mathematics IDT meeting and the science IDT meeting must be scheduled back-to-back in order to minimize *Development* Contractor expenses and in order to increase the likelihood of IDT member participation.

All meetings are to be held at a Michigan site with computer labs or access to computers, as well as meeting facilities. MDE staff will work with the *Development* Contractor to assist in locating and making arrangements for suitable public facilities at little or no cost to the project.

The MDE will be responsible for making all arrangements for the meeting facility, lodging, rooming lists, appropriate computer connections and services, sound equipment, tables for materials, supplies, interpreters for hearing impaired IDT members, and caterers. The *Development* Contractor is responsible for ensuring that the MDE has all of the meeting facility and equipment requirements in sufficient time so meeting arrangements can be made (number of break out rooms, general session rooms, number of computers, and any additional space requirements for Contractor staff), that the appropriate software is provided, and any additional needs in order to conduct successful item writing meetings.

In addition, the *Development* Contractor must prepare an electronic letter of invitation with background materials for the meeting as well as the overall assessment development project and, after approval by the MDE, the MDE will send the electronic letter to all proposed participants of the IDTs. The letter must provide a means (paper or electronic) for each invitee to indicate their willingness and availability to participate as an active IDT member, and to indicate the arrangements needed for hotel, meals, interpreters for hearing impaired IDT members, any other special needs, etc. Invitees unable to attend must be replaced by other nominees to assure that the full complement of individuals are available for the IDT meetings.

7. Write Potential Passages

The *Development* Contractor must write potential narrative, informational, and functional passages for consideration at grades three (3) – eight (8) and 11 following the MI-Access approved item specifications and submit these to the MDE for approval.

8. Conduct Passage SRC and CAC Review Meeting

Depending on the status of passages available that have already been reviewed by SRC and the CAC and approved by the MDE, the *Development* Contractor may need to arrange for brief committee meetings. This is necessary so that, where passages are needed; item writers have access to approved passages *before* they begin the task of writing items. SRC and CAC meetings are routinely scheduled during February to review the embedded field test items for grades three (3) – eight (8) in the content areas of ELA, mathematics, and science. It should be possible to include the new passages for review at this time instead of separate SRC/CAC meetings.

9. Obtain copyright permissions (Prior to initial IDT meeting)

If needed, the *Development* Contractor shall obtain all copyright permissions, including coverage of any fees, for all graphics, illustrations, and other works that will be used for item development prior to the initial item development meeting. All such copyright permissions shall be for five (5) years and will be the property of MDE for use in MI-Access assessments and originals shall transfer to MDE prior to the conclusion of this Contract. Until then, the *Development* Contractor must provide the MDE with copies of all permission letters sent and received. At this point in time, there has only been one (1) passage that required written permission to use the person's name in the passage that had been written. All artwork and graphics should be original and owned by the MDE.

10. Conduct the First Item Development Meeting (July 2008)

The first two (2) day meeting of the ELA and mathematics IDTs will be held in July 2008. The MDE will provide staff for the registration table, name tags, and folders including the agenda, reimbursement forms and other agreed upon documents. At this meeting, several things will be covered initially (Contractor may suggest additional information that would need to be addressed).

First, MDE staff will provide an orientation to the overall project, the work to be done, and the organization of the project. Logistical arrangements will be discussed. Next, staff of the *Development* Contractor must provide the initial training for all members of the IDT. This will include, at a minimum, an overview of the item types to be written, the EGLCEs, EHSCE, and/or EBs to be measured, the manner in which item development will be carried out, the use of the electronic software for item creation, and the manner in which the draft items will be edited on-site and afterwards.

Following the initial training for the ELA, mathematics IDTs and the Science IDTs, the IDTs will be divided up as follows:

ELA and Mathematics IDTs

- P/SI ELA with eight (8) members;
- P/SI Mathematics with eight (8) members;
- FI ELA Elementary (grades three (3) – five (5)) with eight (8) members;
- FI ELA Middle School (grades six (6) – eight (8)) with eight (8) members;
- FI ELA High School (grade 11) with eight (8) members;
- FI Mathematics Elementary (grades three (3) – five (5)) with eight (8) members;
- FI Mathematics Middle School (grades six (6) – eight (8)) with eight (8) members; and
- FI Mathematics High School (grade 11) with eight (8) members.

Science IDTs

- P/SI Science with eight (8) members;
- FI Science Elementary (grades three (3) – five (5)) with eight (8) members;
- FI Science Middle School (grades six (6) – eight (8)) with eight (8) members; and
- FI Science High School (grade 11) with eight (8) members.

Each IDT member will first become more familiar with the EGLCEs, EHSCEs, and/or EBs assigned to them. Next, each team will review item prototypes and previously released items, discuss the types of items to be created, and discuss how these item types can be applied to the group's EGLCEs, EHSCEs, and/or EBs. Then, the team will be subdivided into three (3) small teams comprised of one (1) general education content specialists, one (1) FI or P/SI special education experts, and one (1) VI or HI specialist on two (2) of the subdivided teams.

Each small team will be given their assignment of EGLCEs, EHSCEs, and/or EBs to cover. The work must be pre-assigned in order to balance difficulty of development and the types of items to be created. Small groups then must be assigned a fixed set of EGLCEs, EHSCEs, and/or EBs, developing a designated number of items per the format assigned (selected-response, activity (P/SI only), or constructed response (FI ELA only) per EGLCEs, EHSCEs, and/or EBs. The small teams can determine who will work with each other, but a Content Specialist must work with a Special Educator to ensure accurate interpretation of the EGLCEs, EHSCEs, and/or EB. The two (2) or three (3) individuals working together on the same EGLCEs, EHSCEs, and/or EBs develop a total of 10 items for each EGLCEs, EHSCEs, or EBs for each population assigned.

When the members of the IDTs are ready to begin item development, they should move from the general session room where discussions have been taking place to the location where the computers are to be found. Item entry must occur on the computers, using software provided by the *Development* Contractor. All item development must occur via computer with secure software for ease of subsequent editing and revision. The goal for each small team at this point is to develop a draft item for each EGLCEs, EHSCEs, or EBs assigned, while closely supervised and with immediate feedback.

The *Development* Contractor must provide feedback to the MDE concerning the performance of the various item writers for use in refining the pool of item writers and for the purpose of involving expert item writers in the facilitation of item development meetings.

11. Edit the Initial Items During the Development Meeting (July 2008)

While the members of the IDT are entering items using the software provided by the *Development* Contractor, both the team leaders and other staff of the *Development* Contractor must be available to provide an initial editing and further instruction on item development. It is anticipated, for example, that the initial items will have issues with them (e.g., the correct answer is the longest answer choice). By editing on-site at the IDT meeting, item developers will learn immediately what issues they still have with their items and can correct these errors as they work on additional items.

Each IDT small team's work is to be critiqued during the course of the two (2) day meeting, and they will be expected to correct the issues pointed out on their items before leaving the meeting, or shortly thereafter. To facilitate the return of materials after the meeting, the *Development* Contractor must provide a secure Web site to which the developer can submit the completed item set to the *Development* Contractor. The *Development* Contractor must provide each participant a schedule for submission of items and monitor participant submissions providing feedback to the participants on the quality of the items and timeliness of submission.

By the end of the first meeting, each small IDT must have submitted a set of items that have been initially critiqued by staff of the *Development* Contractor, leaving the meeting with instruction for completing their assignment and/or improving the items already created. It would be ideal if each small IDT could have one (1) item in final draft form for each expectation or benchmark assigned. Prototype items are possible and must be encouraged for many EGLCEs, EHSCE, or EBs. These can then be used to replicate items off-site.

12. Continue Editing the Items and Creating Artwork Prior to Second Meeting (August 2008)

The *Development* Contractor must continue to "lightly edit" the items, correcting any major perceived issues with the items, and suggesting other improvements that are needed. The editing of the items must continue to be performed in the item development system that was used to enter the items initially. The "light edit" must provide the small IDTs with additional feedback on their item development, helping to suggest not only how the items could be improved, but also continuing to give feedback that will improve the item writing skills of each small IDT.

Once edited, the item sets must be returned to the small IDT members that created them initially.

Artwork that the IDTs specified for items will be developed between the first and the second IDT meetings. One (1) or more of the artists must be present at the second IDT meeting in order to have the opportunity to discuss artwork needs with the IDT members. Needed revisions will be made on-site during the second IDT meeting.

13. Make Arrangements for the Second Item Development Meeting (January 2009 – July 2009)

The *Development* Contractor must cover the cost of the meeting rooms for the second of two (2) two (2) day meeting of ELA and mathematics IDTs and science IDTs, along with breakfast and lunch (and snacks) for all meeting attendees, for each content area and MI-Access population. The ELA and Mathematics IDTs will meet first. The Science IDTs will have their own second two (2) day meeting. The ELA and Mathematics IDT meeting and the Science IDT meeting must be scheduled back-to-back in order to minimize *Development* Contractor expenses and in order to increase the likelihood of IDT member participation.

All meetings are to be held at a site in Michigan with computer labs or access to computers, as well as meeting facilities. MDE staff will work with the *Development* Contractor to assist in locating and making arrangements for suitable public facilities at little or no cost to the project.

The MDE will be responsible for making all arrangements for the meeting facility, lodging, rooming lists, appropriate computer connections and services, sound equipment, tables for materials, supplies, interpreters for hearing impaired IDT members, and caterers. The *Development* Contractor is responsible for ensuring that the MDE has all of the meeting facility and equipment requirements so meeting arrangements can be made (number of break out rooms, general session rooms, number of computers, and any additional space requirements for Contractor staff), that the appropriate software is provided, and any additional needs in order to conduct successful item writing meetings.

The *Development* Contractor must prepare another electronic letter of invitation with background materials for the meeting, and after approval by the MDE, the MDE will email the letter to each IDT member. This letter must request that the writer bring their assigned homework. The letter must provide a means (paper or electronic) for each invitee to indicate their willingness and availability to participate as an active IDT member, and to indicate the arrangements needed for hotel, meals, interpreters for hearing impaired IDT members, any other special needs, etc. Invitees unable to attend will be replaced by other nominees to assure that the full complement of individuals are available for the IDT meetings.

Conduct the Second Item Development Meeting (August 2009)

The second of the two (2) two-day meetings of the IDTs will be held in August. At this meeting, several things will be addressed. First, each small team will be interviewed to determine the status of their work assignments. Second, time will be provided for them to complete their work assignments. Third, the IDT members will review any requested artwork to make sure it reflects their specifications. One (1) or more of the artists must be present at the second IDT meeting in order to have the opportunity to discuss artwork needs with the IDT members. Needed revisions will be made on-site during the second IDT meeting. At the end of the meeting, any remaining work will be reviewed with each small IDT.

MDE staff will provide a review of the overall project and the work done thus far. Logistical arrangements will be discussed. Next, staff of the *Development* Contractor must provide their reactions to the work accomplished thus far. Following the general session, all of the small teams must spend the remainder of the meeting working to complete their assignments. MDE and *Development* Contractor staff must be on hand to assist each developer as needed.

14. Collect the Completed Items Following the Second Meeting (August 2009)

Following the second item development meeting, the *Development* Contractor must collect the items from each small team, using the electronic item development system. Some of the small teams will complete their assignments at the second meeting, while others will complete their work shortly thereafter and submit their work using the secure electronic system provided by the *Development* Contractor. Each small team with an incomplete assignment must be given a schedule for submission and the *Development* Contractor must monitor delivery and quality. The *Development* Contractor must provide encouragement and timely feedback to any small teams unable to complete their assignments on schedule.

15. Edit the Assessment Items (August 2009 – November 2009)

At this point, the *Development* Contractor must complete the editing of items needed to finalize them. This will include all ancillary materials including source materials, for which the *Development* Contractor must obtain permission for use by the MDE. Each item that requires original graphics or artwork must be completed at this time as well. Editing of the items must be carried out to assure that the text is appropriate for the population being assessed, that unnecessary text is eliminated, that each selected-response item has one correct answer, and that each FI ELA-EI prompt can be scored using the four (4) point scoring rubric. The *Development* Contractor editors must use the MI-Access approved item specifications during the editing process. The *Development* Contractor must ultimately prepare the items for reviews for SRC and CAC.

16. Prepare the Assessment Items for Review Meetings – SRC and CAC (December 2009 - February 2010)

There will be two (2) three (3) day meetings devoted to item review. Grades three (3) – eight (8) items will be reviewed in February each year and grade 11 items will be reviewed in June each year. The first two (2) days are for committee review and the third is for the MDE and the *Development* Contractor to meet to go over the committee comments. The *Development* Contractor is responsible for preparing all of the new items that need to be reviewed. The *Development* Contractor is responsible for preparing all field tested items for review. In addition, the *Development* Contractor is responsible for conducting and paying the costs related to the item review meetings.

The MDE will identify review committee members for each content area and population: a SRC and a CAC. Each committee will be comprised of a maximum of eight (8) members, including a MDE approved experienced Michigan educator as the facilitator. Each eight (8) member committee will meet for two (2) days to review the sets of items before the items are ready to be embedded for field testing into operational assessment booklets. The *Development* Contractor must work with the MDE in developing item review forms for both the SRCs and the CACs. The committees needed are provided in the table below.

Number of MI-Access SRC and CAC Committee Members

Population/SRC	ELA	Mathematics	Science
P/SI	8	8	8
FI (grades three (3) – five (5))	8	8	8
FI (grades six (6) – eight (8))	8	8	8
FI (grades 11)	8	8	8
SRC	4	4	8 4(P/SI) 4(FI)

Meeting dates for the February grades three (3) – eight (8) and the July grade 11 SRC and CAC item review meeting(s) will need to be set and electronic invitations will need to be issued to the members of the SRC and CAC (by the MDE). The *Development* Contractor must pay for the travel expenses and meeting expenses for the committee meetings. The *Development* Contractor must pay an honorarium of $200 per day for two (2) days for each of eight (8) members of the committees. The facilitators will receive an honorarium of $400 per day.

The MDE will make the meeting, lodging, catering, and any special needs, such as interpreters for hearing impaired committee members) arrangements. The *Development* Contractor must ensure that the MDE is aware of the meeting dates and room requirements sufficiently in advance so facilities and meeting arrangements can be made.

The *Development* Contractor and MDE will develop mutually acceptable standardized procedures for SRC and CAC meetings to ensure that the participant training is adequate, that adherence to the review procedures is observed, and that there is at least one (1) *Development* Contractor and MDE staff with experience in content and sensitivity review procedures available to remind participants of the procedures if needed and to be a resource for the facilitators when questions arise. The *Development* Contractor and MDE will also develop mutually acceptable standardized procedures for reporting not only on the decisions of the committee, but also on the adherence of the committee to protocol, significant deviations from protocol, unexpected problems, and evaluations of the contribution and performance of individual committee members.

Current SRC and CAC membership will need to be reviewed and supplemented with new members, as needed. The MDE has applications forms that are used to solicit committee members. The *Development* Contractor is responsible for training materials, and related meeting materials (e.g. agenda, evaluation, etc.). All materials used must be approved by the MDE prior to using at a committee meeting.

The MDE wishes to involve sufficient numbers of members to maintain high quality and timely reviews, maximize the field testing of quality items, and involve membership representative of schools in the State. The MDE also wishes to involve expert review committee members as facilitators at all of the meetings, with feedback on their performance in facilitating the meetings. The *Development* Contractor must work with the MDE to achieve these goals.

17. Conduct Grades 3-8 SRC and CAC Meetings (February 2010)

MDE and the appropriate *Development* Contractor staff must be present at every review meeting in order to be a resource for the committees and so that comments made about the items can be learned firsthand.

In addition to providing copies of the items being reviewed, the *Development* Contractor will compile and provide a single spreadsheet for each committee (or each subject and grade span) listing all the items being reviewed along with their statistics and columns for SRC, CAC, and MDE coding of the disposition of each item (referred to as the Item Review and Statistics report). The *Development* Contractor shall work with MDE to identify a complete listing of codes with a minimum of ones to reflect accepted, do not use, and revise/resubmit. The spreadsheets shall also have a location for MDE and the chairperson of each committee to sign-off. Following each meeting the *Development* Contractor shall collect the Item Review and Statistics reports and compile an Item Review Summary report documenting the results of the meeting related to the new items, identify issues and propose solutions as well as the number of items receiving each code and a copy of both the summary report and the signed-off Item Review and Statistics reports shall be provided to the CCI. One (1) Item Review Summary report may include the results of the MDE, SRC and CAC as long as the data is segregated by committee. Failure to obtain or provide these reports will result in the *Development* Contractor being required to re-conduct these reviews at their expense.

18. Edit the Grades 3-8 Assessment Items (February 2010 - March 2010)

Following the SRC and the CAC, the MDE and the *Development* Contractor must review the SRC and the CAC comments. The *Development* Contractor must edit, as needed, the new items for the final time before entering the grades three (3) – eight (8) items into the item bank. The SRC and CAC comments on the embedded field test items must also be reviewed by the MDE and the *Development* Contractor staff. If major edits are needed the items will need to be field tested again before being used as a core item on an operational assessment. Wherever possible, the reviews of the items must be used to correct the deficiencies noted, rather than to discard the items. MDE staff will review the edits to make certain that the comments of the item reviewers have been appropriately incorporated into the revised items.

19. Conduct Grade 11 SRC and CAC Meetings (July 2010)

MDE and the *Development* Contractor staff must be present at every review meeting in order to be a resource for the committees and so that comments made about the items can be learned firsthand. The *Development* Contractor must address the methods for orientation, training, and retraining of committee members at each meeting.

In addition to providing copies of the items being reviewed, the *Development* Contractor must compile and provide a single spreadsheet for each committee (or each subject and grade span) listing all the items being reviewed along with their statistics and columns for SRC, CAC, and MDE coding of the disposition of each item (referred to as the Item Review and Statistics report). The *Development* Contractor shall work with MDE to identify a complete listing of codes with a minimum of ones to reflect accepted, do not use, and revise/resubmit. The spreadsheets shall also have a location for MDE and the chairperson of each committee to sign-off. Following each meeting the *Development* Contractor shall collect the Item Review and Statistics reports and compile an Item Review Summary report documenting the results of the meeting related to the new items, identify issues and propose solutions as well as the number of items receiving each code and a copy of both the summary report and the signed-off Item Review and Statistics reports shall be provided to the CCI. One (1) Item Review Summary report may include the results of the MDE, SRC and CAC as long as the data is segregated by committee. Failure to obtain or provide these reports will result in the *Development* Contractor being required to re-conduct these reviews at their expense.

20. Edit the Grade 11 Assessment Items (July 2010)

Following the SRC and the CAC, the MDE and the *Development* Contractor must review the SRC and the CAC comments on the new and embedded field test items. The *Development* Contractor must edit, as needed, the new items for the final time before entering the grade 11 items into the item bank. If major edits are made to any of the embedded field test items the items must be embedded and field tested again before the items are used as core on an operational assessment. Wherever possible, the reviews of the items should be used to correct the deficiencies noted, rather than to discard the items. MDE staff will review the edits to make certain that the comments of the item reviewers have been appropriately incorporated into the revised items.

Note: While this section provides assessment *development* plans and schedule for the 2008-2009 and the 2009-2010 school year, the same set of activities will be conducted each year of the Contract on a comparable schedule.

d. Editing/Publishing of Assessments Forms/Booklets

The work up until this time was to prepare items that have a very high probability of succeeding in the embedded field tests. The *Development* Contractor must be fully familiar with the assessment design, blueprints, assessment specifications and reporting requirements to ensure that each assessment is replicable from cycle to cycle; that sufficient items are viable post-field testing to replace all Core items (which a percentage will be released), and that embedded field testing is cost effective as well as an effective use of valuable assessment time in the classroom. Again the *Development* Contractor, the *Professional Development/Communication/Accommodations* Contractor, and the *Administration* Contractor will need to carefully coordinate their work to ensure success on the timelines that exists.

The items produced through the *Development* Contract will undergo one (1) round of tryouts (called "field tests") before they are used in the operational assessment. Small sets of new items, measuring a few GLCEs, EHSCE, and/or EBs will be embedded in each of the operational forms of the MI-Access assessments at least one (1) year before they are used in calculating student scores. The role of the *Development* Contractor is to help the MDE select the items to be embedded in the operational forms for field testing. The *Administration* Contractor must administer, and score the field test items at the same time as the operational core items, complete all necessary analyses, and the SRC and CAC reviews of the field test items. Edits to the field test items will then be made by the *Development* Contractor in the MI-Access item bank system, along with field test statistics.

Note that while this section lists tasks for the Fall Grade three (3) – eight (8) MI-Access assessment window, similar patterns apply to the Spring Grade 11 MI-Access *Administration* window.

There are several steps to preparing the field test items and forms:

1. Produce the camera-ready MI-Access Assessment booklets

The *Development* Contractor is responsible for producing the camera-ready MI-Access assessment booklets, using InDesign v4.0.5 that is contained in Creative Suite 2 (CS2), and turning them over to the *Administration* Contractor for printing and shipping.

This responsibility includes "building" forms that are equivalent to the previous years forms, recommending to the MDE what items will be considered the "released items," determining what field test items will be embedded in each of the operational forms, and coordinating the proofing of all booklets before handing them over to the *Administration* Contractor. The *Development* Contractor must follow the MDE approved booklet style and format, paying particular attention to the principles of universal design. The *Development* Contractor must provide the MDE details of field test item location (e.g. five (5), 19-22, 48) in the operational assessments. Location of the items is critical for item statistics when producing the camera-ready booklets. As a result, *the Development* Contractor needs to ensure the MDE that if there are repeated field test items that those items are in the same location across the forms.

In addition, core items must always appear in the same location on every form so that if a student miscodes a form, this guarantees that all student responses on the core items can be scored and reported resulting in the student receiving a valid score.

2. *Development* Contractor coordinates proofing of all operational MI-Access Booklets and Answer Keys

The *Development* Contractor is responsible for coordinating the proofing of all of the operational MI-Access assessment booklets and their corresponding answer keys. All booklets will be proofed, including the answer keys, checking to make sure the correct EGLCE, EHSCE, or EBs is coded to the item prior to disseminating them to the proofreaders.

Proofreaders include the following:
a. designated MDE staff;
b. two (2) additional outside proofreaders per booklet determined by the MDE; and
c. the *Development* Contractor's Content Area Specialist and Senior Editors.

The *Development* Contractor is responsible for producing proofing checklists of what the proofreaders are to look for when proofing and they must include all of the MI-Access specifications that must be reviewed, which are included in the MI-Access approved item specifications for each content area and MI-Access population. These checklists must be approved by the MDE *prior* to providing it to the proofreaders. The *Development* Contractor must provide overnight shipping labels and packaging for the proofreaders to ship their comments, booklets, answer keys, picture cards, and any other materials back to the *Development* Contractor's Content Area Specialist.

In addition, all of the MI-Access FI booklets and designated P/SI picture cards, during the proofing stage, will be sent to the MDE staff person who specializes in students with visual impairment and the *Professional Development/Communication/Accommodations* Contractor who will be producing the "Assessment Administrator Booklets for Braille" so the booklets and picture cards can be reviewed for VI accessibility and can prepare to work with the American Printing House for the Blind (APH) in transcribing the items for the Braille versions of booklets and designated P/SI picture cards. Form one (1) of each content area for the FI booklets and the P/SI picture cards are used to produce the accommodated versions. The *Development* Contractor Content Area Specialists will compile all of the proofreader comments and send them electronically to the CCI. The *Development* Contractor Content Area Specialist will then work with the MDE staff assigned to the particular MI-Access content area to review and make final decisions on what edits will be made.

All revisions will be completed and the *Development* Contractor must provide camera-ready booklets, including picture cards, to the MDE for final approval before handing them off to the *Administration* Contractor for printing and the *Professional Development/Communication/Accommodations* Contractor to produce the accommodated booklets and reader scripts. The *Development* Contractor is also responsible for updating the item bank with any changes made to items.

3. Produce Released Item Booklets and Picture Cards for Grades Three (3) – Eight (8)

The *Development* Contractor is responsible for producing the released item booklets for each MI-Access population, grade, and content area. The *Development* Contractor recommends to the MDE what items should be released, keeping in mind what is available in the item bank. Once the MDE approves the released items the *Development* Contractor produces the released item booklets according to MI-Access specifications. The booklets are posted as pdfs and are *not* produced as hard copies. The item numbering will be for the released items only and not the item number used in the operational booklet. Examples of MI-Access released item booklets are posted on the MI-Access Web page at www.mi.gov/mi-access in each of the MI-Access assessed population categories ("P/SI" and "FI").

In the case if some passages require copyright agreements, some of the passages used for the items can not be posted on a MI-Access Web page. In these instances the *Development* Contractor must create booklets of passages for released items. The booklets will be similar to those used for the MI-Access assessments. The *Administration* Contractor must reproduce and distribute 10 copies of each booklet to each school plus 100 copies for MDE. At this point in time there have been no passages that have required this to happen, but it must be planned for in case passages with copyrights are used for MI-Access.

The released items booklets are proofed by the *Development* Contractor and by the MDE – no additional proofreaders are needed to proof the released item booklets. Once the MDE signs off on the released item booklets they are handed over to the MDE as high resolution pdfs to post on the MI-Access Web page.

4. Final Handoff to the *Administration* and the *Professional Development/Communication/Accommodations* Contractor (July 2008)

The *Development* Contractor must hand off the electronic versions of camera-ready booklets to the *Administration* Contractor for printing as the booklets are approved by the MDE. The *Administration* Contractor must make arrangements for the Contractor that will be printing the booklets to send the printer proofs to the MDE for final sign off prior to printing all of the booklets and picture cards.

5. Receive Results of Embedded Field Test and Operational Test Items from *Administration* Contractor and Enter into the MI-Access Item Bank System (Ongoing)

Following each *Administration* cycle, the *Administration* Contractor must submit operational statistics for all items to the *Development* Contractor who will update the MI-Access item bank system with the item data. The *Administration* and *Development* Contractors are responsible for coordinating with each other on this data exchange.

Note: While this section provides assessment editing/publishing plans and schedule for the 2008/2009 school year, the same set of activities will be conducted each subsequent year of the Contract (2009-10 and 2010-11) on a comparable schedule.

(D) Professional Development/Communication/Accommodations

There are a number of professional development and communication tasks and/or products that are required by federal law and/or are just considered best practice in order to have technically sound assessments. Many of the requirements are due to the nature of the student population being assessed and the format of the alternate assessments being administered. State Education Agencies (SEA) are charged with providing leadership to local districts and Individualized Educational Plan Teams (IEPT) in regard to (1) who must participate in each component of the State's assessment system, (2) how to provide access to instruction and assessments through the selection and implementation of appropriate accommodations, and (3) how to ensure that all State assessments are technically sound and valid for its intended purpose. None of these goals can be achieved without providing high quality professional development for State educators who will be involved with the administration of the State assessments and are responsible for appropriately handling all of the materials.

In order to ensure that the proper professional development is provided to such a broad audience in the most effective and efficient manner possible, a multi-modal approach is required. This means providing professional development through different types of media and making it available on demand in order to accommodate educators busy schedules and the lack of funds and substitute teachers to attend on-site professional development opportunities. For example, Michigan currently provides professional development in the form of (1) Webcasts, (2) online learning programs for how to administer the different State assessments, (3) online learning programs for how to understand and apply the scoring rubrics, (4) how to understand and use the assessment results to improve student learning, instruction, and curriculum, (5) accommodations provision, and (6) guidelines for participation in State assessment that are downloadable from the State Web site. The State intends to continue these modes of providing professional development and plans to update and revise all current materials.

The primary federal legislation that speaks to professional development and communication include the IDEA, Section 504 of the Rehabilitation Act of 1973, and the NCLB. In addition, all products produced must comply with the federal General Education Provisions Act (GEPA) in order to provide equitable access for all Michigan educators, students, parents, and other stakeholders in the State. The following provides some excerpts from these federal laws that impact the development and implementation of Michigan's assessment system, including MI-Access.

IDEA SEC. 101. AMENDMENTS TO THE IDEA

Under the IDEA there is a strong push for SEAs to provide professional development to ensure that all students with disabilities, including those participating in Alternate Assessments based on Alternate Achievement Standards (AA-AAS) are being instructed by school personnel who are appropriately trained. For example;

Page 118 STAT. 2649

(5) Almost 30 years of research and experience has demonstrated that the education of children with disabilities can be made more effective by--
...
(E) supporting high-quality, intensive preservice preparation and professional development for all personnel who work with children with disabilities in order to ensure that such personnel have the skills and knowledge necessary to improve the academic achievement and functional performance of children with disabilities, including the use of scientifically based instructional practices, to the maximum extent possible.

The other primary source of federal impetus to provide high quality professional development comes from **NCLB of 2001** (Reauthorization of the Elementary and Secondary Education Act of 1965), as noted below:

115 STAT. 1439

SEC. 1001. STATEMENT OF PURPOSE

"The purpose of this title is to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging State academic achievement standards and State academic assessments. This purpose can be accomplished by-

(10) significantly elevating the quality of instruction by providing staff in participating schools with substantial opportunities for professional development.

115 STAT. 1472-3

(D) In accordance with section 1119 and subsection (a)(4), high quality and ongoing professional development for teachers, principals, and paraprofessionals, and, if appropriate, pupil services personnel, parents, and other staff to enable all children in the school to meet the State's student academic achievement standards.
A document published by the U.S. Department of Labor in support of NCLB notes that it is critical,
…
``(xi) To provide technical assistance to schools and local educational agencies, and direct services, including supplemental educational services as defined in 1116(e) of the Elementary and Secondary Education Act of 1965 to children with disabilities, in schools or local educational agencies identified for improvement under section 1116 of the Elementary and Secondary Education Act of 1965 on the sole basis of the assessment results of the disaggregated subgroup of children with disabilities, including providing professional development to special and regular education teachers, who teach children with disabilities, based on scientifically based research to improve educational instruction, in order to improve academic achievement to meet or exceed the objectives established by the State under section 1111(b)(2)(G) the Elementary and Secondary Education Act of 1965.

A key implementation aspect that has been put into place to ensure that all State assessment systems meet NCLB requirements is the **Standards and Assessments Peer Review Guidance: Information and Examples for Meeting Requirements of the No Child Left Behind Act of 2001.** This peer review process emphasizes the importance of professional development in several of it's critical elements.

"Building on the foundation of standards and assessments required of States by the Improving America's Schools Act of 1994 (IASA), the current NCLB requirements include high-quality assessments, accountability systems, and teacher preparation and training aligned with challenging State academic standards so that students, teachers, parents, and administrators can measure progress against common expectations for students' academic achievement." (p. 1).

Critical Element 2.3, 2. (e) and (f)

2. And, if the State has adopted alternate academic achievement standards, has it documented that it has—

(e) taken steps to promote the use of appropriate accommodations for students tested against grade-level standards; and

(f) provided information for teachers and other staff regarding appropriate test administration practices, including use of accommodations for students with the most significant cognitive disabilities?

Examples of Acceptable Evidence (p. 37 of Standards and Assessments Peer Review Guidance)

- Existing written documentation of the State's policies and procedures for the selection and use of accommodations and alternate assessments, including evidence of training for educators who administer these assessments.

Critical Element 4.5

Has the State established clear criteria for the administration, scoring, analysis, and reporting components of its assessment system, including alternate assessment(s) and does the State have a system for monitoring and improving the on-going quality of its assessment system?

Examples of Acceptable Evidence (p. 39 of Standards and Assessments Peer Review Guidance)
The State uses an extensive system of training and monitoring to ensure that each person who is responsible for handling or administering any portion of its assessments does so in a way that protects the security of the assessments and maintains equivalence of administration conditions across students and schools.

- Existing written documentation of the State's plan for training and monitoring assessment administration conditions across the State, even when its assessment system is comprised of only local assessments.

Critical Element 4.6

Has the State evaluated its use of accommodations?

Examples of Acceptable Evidence (p. 40 of Standards and Assessments Peer Review Guidance)

- The State has analyzed the use of specific accommodations for different groups of students with disabilities and has provided training to support sound decisions by IEP teams.

Critical Element 7.1
Does the State's reporting system facilitate appropriate, credible, and defensible interpretation and use of its assessment data?

Examples of Acceptable Evidence (p. 59 of Standards and Assessments Peer Review Guidance)

- Descriptions of the State's system for training educators on the appropriate interpretation and use of assessment results. State training materials include: the purpose and content of the assessments, the reliability of the assessment scores, and sufficient information to allow use of the assessment results in making sound educational decisions or for conducting scientifically based research to improve educational outcomes.

In order to ensure the appropriate incorporation of students with disabilities into each State's accountability system, the USED has published regulations and guidance to provide direction on how to ensure these students participate appropriately on all State assessments.

NCLB 2% Final Regulations

Federal Register/Vol. 72, No. 67/Monday, April 9, 2007/Rules and Regulations

p. 17752

Inclusion of All Students (§200.6)

- Section 200.6(a)(1)(ii)(A) has been revised to clarify that a State must develop, disseminate information on, and promote the use of appropriate accommodations to increase the number of students who are tested against academic achievement standards for the grade in which a student is enrolled.

p. 17771

- Section 200.6(a)(1)(ii)(B) of the Title 1 regulations also requires each State to ensure that regular and special education teachers, and other appropriate staff know how to administer assessments, including making appropriate use of accommodations for students with disabilities.

NCLB 2% Non-Regulatory Guidance

http://www.ed.gov/admins/lead/account/saa.html

…These safeguards include implementing State guidelines through the IEP process; informing parents about the actual achievement of students; reporting, to the extent possible, on test-taking patterns; including students with disabilities in the general curriculum; providing information about the use of appropriate accommodations; and ensuring that teachers and other educators participate in appropriate professional development about alternate assessments. (pp. 37-38)

1% Final Regulations
Federal Register/Vol. 68, No. 236/Tuesday, December 9, 2003/Rules and Regulations

p. 68701

- These regulations also require the State to promote the use of appropriate accommodations, provide appropriate guidance to IEP teams, and provide training for teachers and other staff in the administration of assessments to children with the most significant cognitive disabilities.

NCLB 1% Non-Regulatory Guidance

http://www.ed.gov/admins/lead/account/saa.html

G-1. What is the process for a State to request an exception to the 1.0 percent cap?

…

If a State requests an exception to the 1.0 percent cap, the State must document that it is fully and effectively implementing the procedural safeguards set out in 34 C.F.R. §200.6(a)(2)(iii) to demonstrate that it is appropriately including students with disabilities in its assessment system. The documentation would include information about the following (summary of §200.6(a)(2)(iii)):

…

- Documentation of efforts (such as professional development or guidance documents) taken to ensure teachers and other staff know how to administer assessments, including appropriate use of accommodations.

G-2. How may a State grant an exception to an Local Education Agency (LEA) to exceed the 1.0 percent cap?

…exception requests might be granted if an LEA addresses satisfactorily certain issues, such as incidence rates of students with the most significant cognitive disabilities; circumstances in the LEA that would explain the higher incidence rates (such as specialized health programs or facilities); and documentation that the LEA has implemented several safeguards that limit the inappropriate use of alternate achievement standards. These safeguards include implementing State guidelines through the IEP process; informing parents about the actual achievement of students; reporting, to the extent possible, on test-taking patterns; including these students in the general curriculum; providing information about the use of appropriate accommodations; and ensuring that teachers and other educators participate in appropriate professional development about alternate assessments.

J-1. What additional responsibilities does a State have in connection with the use of alternate achievement standards?

The definition of alternate achievement standards is the final step in a process that includes determination of the appropriate academic content to be assessed, the development of uniform assessment materials and procedures, and standardized scoring methods. Information about the development process and related instructional materials should be disseminated by the State to support effective instruction for students with the most significant cognitive disabilities.

…

States should ensure that alternate achievement standards and alternate assessments based on these standards are implemented appropriately throughout the State. The regulation outlines the various actions that states need to take to implement these standards.

- Develop clear guidelines for IEP teams to help them determine how to assess students with disabilities;
- Provide easily understandable information to parents about how their student will be assessed;
- Provide guidance to teachers and other educators about how to include students with the most significant cognitive disabilities in the general curriculum; and
- Organize professional development for teachers and other educators on the use of accommodations and administering alternate assessments.

The following is a list of the major tasks involved for developing the end products. The *Professional Development/Communication/Accommodations* Contractor is not, however, constrained from supplementing this listing with additional steps, subtasks or elements deemed necessary to permit the development of other approaches.

All Web sites designed under this Contract by the *Professional Development/Communication/Accommodations* Contractor must have the general look and feel of the official State Web sites, including adherence to the IT standards (sections 2.051 and 2.053).

The *Professional Development/Communication/Accommodations* Contractor has existing capacity to develop ***customized*** software modules and/or web applications as described below.

The *Professional Development/Communication/Accommodations* Contractor must complete these primary tasks as well as all supporting tasks. The main supporting tasks, with the assumption that quality processes exist throughout, include among other items listed as IN SCOPE, the following:

(1) creating an approved schedule for all tasks, subtasks, and activities to be conducted;
(2) collaboratively working with the *Development* Contractor and *Administration* Contractor;
(3) producing online learning programs;
(4) maintaining a site for online learning programs with statistics tracking;
(5) developing annually a MI-Access calendar of events, which is provided to districts;
(6) developing and maintaining an online tool for the creation of surveys, forms, online assessments with statistics tracking for producing site use reports;
(7) archiving all products developed;
(8) developing an electronic directory and search engine catalog of all archived products produced;
(9) writing scripts for the products in this Contract needing scripts;
(10) writing and production of camera-ready support materials, such as the MI-Access Coordinator and Assessment Administrator Manual and Handbook for Understanding, Using and Interpreting the MI-Access Results and addendums as needed;
(11) developing and producing of all accommodated versions of camera-ready and released assessment documents, including reader scripts, Braille and enlarged print, and audio accommodations;
(12) producing the camera-ready *Assessment Administrator Booklet for Braille* for each booklet produced in Braille; and
(13) will develop enlarged print, Braille, a recorded version of each assessment, to be made available to districts in both cassette tape and CD-ROM formats, and reader scripts. The cassette tapes and CDs must be sectioned or tracked so as to permit students to re-listen to a prompt, a question, or the responses to the question without listening to the entire section all over again.

1. Schedule

The *Professional Development/Communication/Accommodations* Contractor must provide a comprehensive, highly detailed schedule for project deliverables and activities related to this component of the Contract. This must be made available in paper form and available electronically (using MS Project software or other comparable planning software compatible with MDE software) to the MDE upon award of the Contract and after each modification of it throughout the course of this Contract. This comprehensive schedule must include all key professional development and communication activities. The schedule will need to be coordinated with the *Development* Contractor and *Administration* Contractor schedule carefully since both the *Development* and *Administration* procedures and schedule will determine the timing of delivery of the professional development and communications tasks and products.

In order to monitor project activities, the MDE will require monthly written progress reports, plus weekly update telephone meetings and monthly face-to-face meetings with the *Professional Development/Communication/Accommodations* Contractor staff. Additionally, the *Professional Development/Communication/Accommodations* Contractor must report to the MDE CCI and at times will meet with other groups regarding this project. The *Professional Development/Communication/Accommodations* Contractor must address all the subtasks and activities as specified below:

a. Narrative Timeline

The *Professional Development/Communication/Accommodations* Contractor must include a detailed narrative timeline or schedule that outlines both by task/subtask and chronologically for the entire Contract period, each activity to be performed under this Contract. The chronological schedule must include proposed task initiation and completion dates and levels of effort (i.e., hours) by task for proposed personnel including all subcontractors, *Development* Contractor, and *Administration* Contractor. The schedule must show which Contractor is responsible for the task. The schedule will also serve as a monitoring document to assure timely completion of tasks as scheduled.

Since the schedule may need revision and updating during the term of the Contract, the *Professional Development/Communication/Accommodations* Contractor must follow the change control process (reference section 1.403) with the CCI when changes are anticipated by providing an updated version in writing. Two (2) copies of any updated schedule must be submitted 30 days in advance for approval. The MDE CCI shall respond in writing to each updated schedule within 10 working days of receipt. Timeline revision may require a Contract amendment.

b. Progress Reports

The *Professional Development/Communication/Accommodations* Contractor must produce monthly progress reports with relevant tasks and activities from the schedule included and progress noted for each. The reports will also indicate unanticipated outcomes or problems and a schedule of deliverables for the subsequent six (6) weeks. The *Professional Development/Communication/Accommodations* Contractor must email the written report to the CCI by noon (EST) of the first Tuesday of each month covering the previous month's activities.

c. Management Meetings

The successful operation of the project will require weekly telephone conference call meetings between the *Professional Development/Communication/Accommodations* Contractor and the MDE staff, or as requested by the CCI. These conference calls will provide an opportunity to review and discuss task implementation and status. Monthly in-person meetings will also alternate between the *Professional Development/Communication/Accommodations* Contractor's office and the MDE's location. The Contractor's site location will be visited to review operations. *Professional Development/Communication/Accommodations* subcontractor(s), will meet jointly with the *Professional Development/Communication/Accommodations* Contractor, the CCI, and the MDE staff, as appropriate, to discuss relevant tasks. The *Professional Development/Communication/Accommodations* Contractor and any subcontractor(s) will be responsible for the cost of sending its staff to meetings and other project-related meetings in Lansing. Each Contractor must plan for and pay for three (3) MDE staff to attend six (6) two (2) day monthly meetings per year at the *Professional Development/Communication/Accommodations* Contractor's site. The *Professional Development/Communication/Accommodations* Contractor is responsible for the following costs associated with the onsite meetings held at the Contractor's site: meeting room, MDE lodging, MDE meals, MDE parking, MDE mileage, and MDE airfare. A similar schedule of face-to-face meetings is required to coordinate Contractor services with the *Development* Contractor and the *Administration* Contractor. At least three (3) of these meetings will be scheduled to overlap so that the *Professional Development/Communication/Accommodations* Contractor and its subcontractor(s), the *Development* Contractor, and the *Administration* Contractor must meet together with the MDE to plan, deliver, anticipate, and problem-solve issues that require coordination.

d. Other Meetings

The *Professional Development/Communication/Accommodations* Contractor may make periodic reports to the SBE (oral and written) and meet with the CCI and advisory committees, or other groups as required by the CCI. In addition, every Fall the MDE conducts five (5) – six (6) two (2) day Fall conferences across the State. Day two (2) of the conferences focuses on students with disabilities and there are always presentations related to MI-Access assessments. The *Professional Development/Communication/Accommodations* Contractor must plan on at least two (2) staff attending and possibly presenting at these conferences on Day two (2).

Sample: Fall 2007 Assessment and Accountability Conference Dates (Day one (1) and Day two (2))

attle Creek, McCalmly Plaza	October 29 & 30
Marquette, Northern MI University	November 6 & 7
Crystal Mountain	November 8 & 9
Sterling Heights, Sterling Inn	November 14 & 15
Lansing, Lansing Center	November 19 & 20
Novi, Sheraton Detroit Novi	November 29 & 30

For the purposes of this project, the *Professional Development/Communication/Accommodations* Contractor must plan and budget for two (2) additional two (2) day meetings per year attended by two (2) persons each from the *Professional Development/Communication/Accommodations* Contractor and for an additional 10-12 days (two (2) days per fall conference) for two (2) staff to attend and present on Day two (2) of the fall conferences.

e. Records and Minutes

The *Professional Development/Communications/Accommodations* Contractor must take accurate minutes and record lists of participants from *all* meetings including, but not limited to, project planning meetings, product review meetings, formal meetings or phone calls between the *Professional Development/Communication/Accommodations* Contractor and MDE. The *Professional Development/Communication/Accommodations* Contractor must maintain and submit to the MDE CCI all minutes and records, which have been formatted well and proofed, electronically (i.e. email) within two (2) working days.

1. Online Learning Programs

The MDE has found the use of online learning programs have been an efficient method of providing consistent and accurate professional development and information to Michigan educators, parents and other interested stakeholders. All programs will be collaboratively developed with the *Professional Development/Communication/Accommodations* Contractor and the MDE staff. All products must be approved by the CCI before they are available for use. The *Professional Development/Communication/Accommodations* Contractor is required to have a Web site to house all of the online learning programs, but Michigan educators will be required to use LearnPort™ in order to access the online learning programs. LearnPort™ is a software program purchased by the MDE and therefore will be used at no cost by the *Professional Development/Communication/Accommodations* Contractor.

Project Phases (details vary by specific online learning program)

1. **Planning** – project producer, assignment and directions, meetings, research, script writing, and organization.

2. **Design** – layout, graphics, interface and elements prototyping.

3. **Video Production Option**
   Preproduction – scheduling, shot lists, crew determination, copies of scripts, equipment determination, site scout, and secure site location.
   Production – average 2.5 days video production w/ four (4) person crew (producer, director, camera & audio).
   Post Production – Rough edit, client review, edit changes, export and compress video for web.

4. **Development** –creation of graphics; voice-over narration record, edit and sync with visuals; incorporation of video, screen capture and graphics as needed; programming; testing and bug fixing; proofing; creation of instructions/guide on how to use (as needed); web implementation, pre and post tests, certificates of completion, access through LearnPort for online learning programs for Michigan educators.

5. **Maintenance** – ongoing changes, updates, record keeping, backups and archival.

2. OEAA Secure Site Online Learning Program

The OEAA has a secure web-based site that is password protected. It is used by District MI-Access and MEAP Coordinators to Pre-ID students for State assessments, printing of Pre-ID student labels, housing State test reports, and other functions that are crucial to accurate assessment administration and reporting. District staff who have been approved to access the OEAA Secure Site need on-going professional development on how to use the various functions of the site. The MDE currently has an online learning program for the OEAA Secure Site, but it needs updating and additional functions need to be added to the current program. The current OEAA Secure Site Online Learning Program can be found at www.mi-access.info in the online learning tab. The Contractor will be asked to create instructional modules with OEAA Secure Site experts to produce a screen capture, tutorial-style, narrated online learning program to train OEAA Secure Site users. The Contractor is required to house this program on a Web site, but access to this online learning for Michigan educators will be through LearnPort™.

3. MI-Access Materials Handling Online Learning Program

It is crucial that District MI-Access Coordinators know how to package and return the MI-Access assessment materials. This online learning program incorporates the visuals used in the MI-Access Webcasts when discussing the details of how to package and return materials. This program is not as extensive as the previous mentioned online learning programs. It is updated each year to reflect the current procedures for packaging and returning MI-Access assessment materials to the MI-Access scoring Contractor. An example of what this online learning program includes can be found at www.mi-access.info in the Online Learning tab. The Contractor is required to house this program on a Web site, but access to this online learning for Michigan educators will be through LearnPort™.

4. Guidelines for Determining Participation in State Assessment

States are required by IDEA and NCLB to ensure that IEP teams understand how to determine the appropriate State assessment to administer. Alternate assessment is designed for a very small percentage of students with disabilities so it is crucial for IEP teams to understand the State's guidelines in order to appropriately assess students. This online learning program would provide IEP teams how to apply the State's guidelines for determining the appropriate State assessment and appropriate accommodations, if needed. The Contractor must plan on six (6) modules, including pre-and post-tests, and certificate of completion. The Contractor is required to house this program on a Web site, but access to this online learning for Michigan educators will be through LearnPort™.

5. MI-Access Calendar

Each year a 13 month calendar of crucial dates related to the administration of the MI-Access assessments is produced. It is disseminated to all educators involved with the administration of the MI-Access assessments. The *Professional Development/Communication/Accommodations* Contractor must work with the MDE on the design and dates that must be included on the calendar. The *Professional Development/Communication/Accommodations* Contractor must produce camera-ready documents. The *Professional Development/Communication/Accommodations* Contractor must coordinate with the printer and will ensure that the calendars are shipped to the *Administration* Contractor by the agreed upon date. Calendars are produced in two (2) sizes – (large 17x11 inches) and small (8.5x5.5 inches). A sample of the calendar can be viewed at www.mi-access.info in the calendar tab. The calendars are included in the shipment of the Fall MI-Access assessment materials and requires coordination of production dates with the *Administration* Contractor in order to meet the *Administration* Contractor's timelines for printing the calendars in time to pick and pack them with the Fall assessment materials. The following provides details related to the production of the calendar:

Project Phases (specific details vary by year)

1. **Planning** – project producer, assignment and directions, meetings, communication, organization, receipt of dates and information, and research of school holidays.

2. **Design** – layout, size determination and prototyping.

3. **Development** –creation and redesign of graphics, typesetting dates, key and icon creation, proofing, draft file for review and edit, revisions to dates and graphic,; print-ready files to printer (small and large), and post on Web site.

4. **Maintenance** – record keeping, backups and archival.

6. MI-Access Information Center Web site

The *Professional Development/Communication/Accommodations* Contractor is required to create the MI-Access Information Center where the online learning programs will be housed as well as other information related to MI-Access. The *Professional Development/Communication/Accommodations* Contractor is required to provide technical support with software integration to MI-Access staff. Usage reports will need to be produced each month for the MDE. The current MI-Access Information Center can be viewed at www.mi-access.info.

Project Phases (details vary)

1. **Planning** – project producer, assignment and directions, meetings, communication, organization, and receipt of materials.

2. **Design** – layout, graphics, interface and elements prototyping.

3. **Development** – creation of graphics, programming, proofing, secure site for review and edit, revisions to text and graphics, site redesigns and ongoing updates.

4. **Maintenance** – ongoing site maintenance, record keeping, backups and archival, and technical assistance to users, as needed.

7. Survey / Form / Online Assessment Tool

MI-Access currently has an online tool that can be used to produce surveys, and forms used for things such as meeting attendance confirmation. The online tool has an assessment component that can be used to administer assessments online and that can also be used for pre-and post-tests in the online learning programs described previously. Collaboration with MDE staff is required in order to produce this custom tool. The tool also must include response statistics tracking for the survey function. Details related to the development and maintenance of this tool are as follows:

Project Phases

1. **Planning** – project producer, assignment and directions, meetings, communication, outlines of client requirements, research, determine tools and technology needed, and organization.

2. **Design** – database design, layout, user interface and elements design and prototyping.

3. **Development** –database programming, web programming, creation of graphics, testing and bug fixing, proofing, creation of instructions/guide on how to use, documentation, and web based implementation.

4. **Maintenance** – updates, record keeping, backups and archival, and technical assistance.

8. Online Report Web site and Information Access Use

In order to determine the extent of the use of the online learning programs and other portions of the MI-Access Information Center the *Professional Development/Communication/Accommodations* Contractor, in collaboration with MDE staff, will produce monthly "use data" reports, including site statistics and graphic displays of data.

9. Archival System

The *Professional Development/Communication/Accommodations* Contractor is responsible for maintaining an archival system. The archival system must archive all still images, web project files and back up archive, video project files backup, production video files, including rendered graphics and digital masters, online learning modules, survey database archive, etc. Also, the system must have a directory and search engine catalog of all of the previously mentioned materials.

10. Production of Camera-Ready MI-Access Support Materials

To ensure the accurate administration of the MI-Access assessments and the appropriate understanding, interpretation, and use of the MI-Access results it requires a number of documents to be produced and provided to the MDE as a .pdf for posting on the MI-Access Web page and the *Administration* Contractor for printing. These documents include the *MI-Access Coordinator and Assessment Administrator Manual* for the Fall and Spring MI-Access assessments, and *Addendum to the Coordinator and Assessment Administrator Manual* addressing grade 11 issues, and the *MI-Access Handbook for Understanding, Using, and Interpreting the MI-Access Reports*. These documents are produced each year with information that is current for each assessment cycle. The *Professional Development/Communication/Accommodations* Contractor must collaborate with the MDE and the *Administration* Contractor when writing and producing the camera-ready documents. Timelines for production of the camera-ready documents must be coordinated with the *Administration* Contractor in order to meet deadlines for shipping these documents to districts for each assessment cycle. The current MI-Access "Manual" and "Handbook" can be downloaded at www.mi-access.info.

11. Accommodated Versions of the MI-Access Assessments

As part of the State's academic assessment system, called the MEAS, the assessments are required by federal law to be designed to be valid and accessible for all students, including students with an IEP, federal Section 504 Plan, and ELLs. Inclusion of these special populations includes Braille, enlarged print, audio, and/or scripts. Inclusion of ELL students can take the form of providing appropriate linguistic accommodations and/or using an assessment in the students native language that is comparable to the original MI-Access assessments. This accommodation allows the assessments to measure the student's knowledge and skill rather than the student's English proficiency. However, the MI-Access reading and writing components of the ELA assessment can only be administered in English.

The *Professional Development/Communication/Accommodations* Contractor shall comply with all Federal and State laws. Including, but not limited to, the IDEA, NCLB, and the Americans with Disabilities Act (ADA).

For students with an IEP, a Section 504 Plan, or ELLs, the *Professional Development/Communication/Accommodations* Contractor must develop accommodated versions of one (1) form, typically Form 1 of X, for each grade and subject area assessed. All quantities, including some overage, of accommodated materials shall be determined and approved in writing by MDE prior to production. Appendices A and V of this Contract provides the quantities of accommodated materials that are based on the quantities that were ordered for 2006/2007. Quantities will vary from assessment cycle to assessment cycle. New accommodated materials will need to be produced each year for each test cycle.

The MDE requires that the designated Contractor staff assigned to work with the production of accommodated materials has participated in the APH "Accessible Tests Workshop", within the past three (3) years or will do so within two (2) months of Contract award, in order to become thoroughly familiar with APH guidelines for Braille and Enlarged print prior to the development of the accommodated materials. The APH certificate of completion is required.

The production of all accommodated materials will include, at a minimum, the following five (5) steps (the details within each step will vary based on the medium being produced):

1. **Preproduction** – includes, but is not limited to, project producer, assignment and directions, communication with printer and MDE about project timeline and test booklet production schedule, accommodated materials production scheduling, test booklet review, booklet/script preparation, and scheduling and hiring of talent.

   The talent(s) must have an un-biased, pleasant, non-provocative, clear and articulate voice for the target language of the audio. Their voice must be of the target language's accent and dialect most common in Michigan and without accents from other dialects and languages.

2. **Production** – includes, but is not limited to, Braille, enlarged print produced, or recording complete narration/transcription of assessment booklets, producer/director, engineer, proofing operations, create master label files and label design for accommodated versions, studio time, and audio recording.

3. **Post Production** – includes, but is not limited to, create master documents or audio files for accommodated version, create tracked CD masters for the audio. The CDs must be created with chaptering as to allow users to play an entire section or a specific test item.

4. **Project Completion** – includes, but is not limited to, quality control, proofing, spreadsheets of project elements, duplication, and reorders (as needed).

5. **MDE Approval –** prior to duplication, *all* accommodated materials must be approved by the designated MDE staff person.

12. Accommodations Table

The following table provides specifications that are in addition to the requirements mentioned above for each of the MI-Access accommodated materials needed and for what special population the materials will be available.

Accommodation	Specifications	IEP	ELL
Braille	**Preproduction**: • FI ELA, Mathematics and Science assessments. Tactile graphics for the P/SI picture cards for ELA, Mathematics, and Science Assessments. • APH guidelines in APH publication "Test Access" must be followed unless specified otherwise. • Contracted Braille and Nemeth for mathematics and all items that require its use. • Braille transcription must be done by APH for all content areas to ensure accuracy and consistency in format and graphic production techniques. • There must be a person designated as the contact with APH and MDE for the following tasks, at a minimum: 1. Dates when camera-ready booklets will be available to start preproduction and when the actual booklets need to be to the Contractor to package. 2. Submitting recommended Braille adaptations, as needed, to items and graphics and revised directions to APH. 3. Respond to questions from APH related to items that are difficult to Braille. 4. Ensure that Braille adaptations do not change what the item is measuring. **Production** APH will produce transcribed MI-Access FI booklets (form 1 only) and MI-Access P/SI picture cards to Braille for ELA, Mathematics, and Science assessments. **Post Production** • APH internal proof and edit. • Produce master for duplication. **Project Completion** • APH will duplicate the agreed upon quantity of booklets. • APH will provide Contractor with the Print to Braille page correspondence, in an agreed upon format, in MS Word to post on the MDE Web page. • *Assessment Administrator Booklet for Braille* must be produced for each form produced in Braille. APH must provide detailed transcriber note information in order to produce the *Assessment Administrator Booklets for Braille*.	Y	NA

Accommodation	Specifications	IEP	ELL
	• Proofreading will be done by APH and an independent Michigan Braille proofing company from a list of companies recommended by the Michigan School for the Blind. • Must provide a method of filling requests for the production of the released item booklets in Braille. • Additional booklets produced for reorders, as needed. • All Braille items and picture cards will be archived/saved for possible use in future booklets. **MDE Approvals** • All Braille booklets, Assessment Administrator Booklets for Braille, and Print to Braille page correspondence documents will require MDE approval before they can be used, similar to section 1.104.C.		
Enlarge Print	**Preproduction** • FI ELA, Mathematics and Science assessments. • APH guidelines in APH publication "Test Access" must be followed unless specified otherwise. • Must produce enlarge print assessment booklets using an equivalent minimum of Verdana 18 point font. An electronic version of the tests can be provided and used to manipulate to reformat test items and enlarge or change the font if needed. • Coordinate with MDE and the *Administration* Contractor staff responsible for tracking materials to identify and incorporate tracking codes with appropriate barcode style and size for each enlarged print assessment booklet. • Must produce enlarged print acetate rulers and protractors in a size proportionate to the increase in size of the enlarged print assessment booklet from the standard-sized assessment booklet. • There must be a person designated as the contact with APH and MDE for the following tasks, at a minimum: 1. Dates when camera-ready booklets will be available to start preproduction and when the actual booklets need to be to the Contractor to package. 2. Identifying the items that require measurement so they are produced in the actual size required to measure. 3. Communicate where the security bar-code label must be applied to make sure there is sufficient room. 4. Respond to questions from APH, if needed.	Y	NA

Accommodation	Specifications	IEP	ELL
	Production Electronic version of all Form 1 of X will be produced equivalent to a minimum of Verdana 18 point font. **Post Production** • APH internal proof and edit. • Produce master for duplication. **Project Completion** • APH will duplicate the agreed upon quantity of booklets. • APH quality control checks'. • Proofreading done by APH and MDE. • Must provide a method of filling requests for the production of Enlarged print released item booklets for posting on the MI-Access Web page. • Additional booklets produced for reorders, as needed. **MDE Approval:** All enlarged print booklets will require MDE review and approval before they can be used, similar to section 1.104.C.		
Braille/Large Print Rulers	Purchased from (APH) by the *Professional Development/Communication/Accommodations* Contractor and arrangements will be made to have them shipped directly to the *Administration* Contractor.	Y	NA
Reader Scripts *(English Reader Script)*	**Preproduction** • MI-Access FI ELA, Mathematics, and Science assessments. • Also referred to as English Reader Scripts. • The Contractor must carefully prepare a Reader Script that is read to students from Form 1 of X of each MI-Access FI assessment booklets plus the corresponding section of the Administration manual that is read to the students. • Directions on how to use the reader script must be written to be included in accommodations section the MI-Access Administration manuals. • The Contractor must work with an MDE staff member to obtain proper script conventions. • Must produce an audio version of the released item booklets. • There must be a Contractor staff person designated as the contact with MDE and the Contractor producing the audio versions for the following tasks, at a minimum: 1. Dates when camera-ready booklets will be available to start preproduction and when the actual scripts need to go to be to the Contractor on time for packaging.	Y	Y

Accommodation	Specifications	IEP	ELL
	2. Communicate with the Contractor producing the scripts where the security bar-code label must be preprinted and provide bar-code specifications in order to make sure the preprinted bar-code label can be scanned. **Production** • Contractor writes scripts. • The script shall be designed for a narrator to read it to students that can visually follow along while viewing the assessment booklet. **Post Production** Contractor internal proofing and edits made, if needed. **Project Completion** • Contractor must duplicate the agreed upon quantity of scripts. • Contractor must do quality control checks on printed scripts. • Proofreading done by MDE. • Must provide a method of filling requests for additional scripts, as needed. • Must produce a script for the released item booklets for posting on the MI-Access Web page. • Additional scripts produced for reorders, as needed. **MDE Approval:** All scripts will require MDE approval before they can be used, similar to section 1.104.C.		
Audio	**Preproduction** • Produce from each Reader Script and audio in two (2) formats – cassette tapes and compact discs (CDs). The media used for duplication should be that which can be used on most CD or audio cassette machines (i.e. CD-R). • Audio only accommodations will only be produced in the English language. • The audios must have a tone and a short audio pause following the reading of each item to allow end users a chance to pause the audio should they need more time to respond to the item. CDs must be formatted to allow the end user to either play an entire section or a specific item.	Y	Y

Accommodation	Specifications	IEP	ELL
	• Professional voice talent must be used, both male and female. The talent(s) must have an un-biased, pleasant, non-provocative, clear, and articulate mid-western United States voice for the target audience for the audio versions. The MDE must approve the voice talent prior to production. • Must use the Reader Scripts described above when preparing the script for the voice talent, review the booklets, and prepare to record. • Each unit must be individually packed in a reusable protective casing (i.e. a paper sleeve with a transparent window large enough to read the label on the media for CD-ROMs; or poly cases with face labels for cassettes). • The labels on each cassette/CD shall clearly indicate the MI-Access, test cycle, grade, subject, form number for which it corresponds to, and that all trademark and copyrights are reserved by the MDE (see appendices P and Q). A unique tracking code with barcode must be used for each unit. The barcode must be usable in the distribution and retrieving process used with the other assessment materials. MDE must approve the labels prior to sending a sample to the printer to check to see if the barcodes are being produced correctly for scanning. • Contractor shall work with MDE to insert notes needed specifically for audio production into the Reader Script. These notes are to be instructions for the narrator or production staff to use and must not be added or edited wording of what is narrated. • There must be a *Professional Development/Communication/Accommodations* Contractor staff person designated as the contact with MDE and the *Administration* Contractor for the following tasks, at a minimum: 1. Dates when camera-ready booklets will be available to start preproduction and when the cassettes and CD-ROMs need to be duplicated in order to be available at the location of distribution on time for packaging and shipping to districts with the print assessment materials. 2. Communicate the design requirements, approved by the MDE, for the labels, including the security bar-code label placement and specifications to ensure the preprinted label can be scanned. This will include providing the start and end bar-code serial numbers that are to be used when preprinting the security bar-codes on the audio labels.		

Accommodation	Specifications	IEP	ELL
	Production • Record complete narration of reader script. • Internal proofing by audio production Contractor. • Create master label files and label design for audio tapes and CDs. **Post Production** • Edit audio files, as needed. • Create master files for audio tapes. • Create tracked/chaptered CD masters. **Project Completion** • Perform quality control checks on duplicated audio cassette tapes and CD-ROMs. • MDE and audio Contractor proofing. • Update project elements spreadsheets. • Duplicate CD-ROMs and audio cassettes to the MDE approved quantities. • Must provide a method of filling requests for additional audio versions, as needed. **MDE Approval:** All audio masters will require MDE approval before they can be used, similar to section 1.104.C.		

(E) MI-Access Administration

Specific Grade three (3) – eight (8) Fall MI-Access Assessment Administration Tasks.

The following is a list of the major tasks involved in developing the end products of the *Administration* portion of this Contract, relating to MI-Access for grade three (3) – eight (8). The same tasks must be completed for the Spring grade 11 MI-Access assessments. The *Administration* Contractor is not, however, constrained from supplementing this listing with additional steps, subtasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

The *Administration* Contractor *must* address these primary tasks as well as all supporting tasks. The main supporting tasks, with the assumption that quality processes exist throughout, include among other items listed as IN SCOPE, the following:

(1) creating and maintaining an approved schedule for all tasks, subtasks, and activities to be conducted;
(2) work collaboratively with the *Development* Contractor and *Professional Development/Communication/Accommodations* Contractor;
(3) creating and maintaining a single approved schedule for the development, professional development/communications/accommodations, and administration required tasks, subtasks, and activities to be conducted;
(4) developing and maintaining information technology modules;
(5) receipt (from *Development* Contractor) and printing of all standard print versions of camera-ready assessment documents;
(6) development and reproduction of all ancillary assessment materials, including answer documents, header sheets, Teacher Return Envelopes, labels, etc.;
(7) have and use a system that tracks the shipment of all materials and ensures the return of all materials that either have assessment items or could potentially contain student information (i.e. assessment booklets, answer documents, and audio accommodations, etc.);
(8) have an online, secure-password system for obtaining and maintaining MI-Access Coordinator contact information, collecting Assessment Administrator and student counts, ordering additional assessment materials, etc.;
(9) establishing a toll-free MI-Access Hotline number and email address, along with appropriate staffing to support the hotline, to respond to questions from MI-Access Coordinators and others with questions related to MI-Access development, professional development/communication/accommodations, and administration;
(10) providing information, data, and/or have staff participate in the two (2) annual MI-Access Webcasts, as needed;
(11) distribution of all assessment materials;
(12) receipt and processing of all assessment materials;
(13) scanning answer documents;
(14) scoring student responses (multiple-choice and open-ended or constructed response);
(15) psychometric analysis of student responses;
(16) reporting student results;
(17) creating an item data file;
(18) creating a student data file (including field test data);
(19) creating an aggregate data file (including rollups at group code, school, district, and State levels for all public schools, private schools, and public academies);
(20) analyzing the adequacy of scheduling, program management, materials printing, materials receipt, materials processing, scanning, scoring, and reporting with a focus on improving performance;
(21) creating a complete Contract Report for each cycle (including a technical manual, as well as process documentation and recommendations for improving performance); and
(22) providing documentation processes and electronic data management.

Major technical and procedural issues inherent in the administration of the MI-Access must also be addressed with all final policy decisions made by the MDE.

Standard requirements for range-finding, item review, scanning, and hand-scoring are presented following the specific listing of all tasks for the MI-Access cycles (Fall Grade three (3) – eight (8) and Spring Grade 11).

Electronic Document Management

The *Administration* Contractor shall provide and maintain an electronic document management site with nightly backup, like a FTP site. This site shall be used to securely transfer and maintain electronic documents and files related to the MI-Access assessments. Security to access this site must only allow the key *Administration* Contractor*, Development* Contractor*, Professional Development/Communication/Accommodation* Contractor, and designated MDE staff to access the system. The MDE CCI reserves the right to have any individual's user identification code removed. The MDE CCI shall be provided a complete listing of all user identification codes that have access to this site on a periodic or upon request basis – with a minimum of once before any files or documents are posted plus once per year thereafter. No more than one (1) individual shall be assigned to each user identification code. Each user identification code shall be password restricted. See section 1.104.N for Security Requirements.

The Electronic Document Management site shall be a secure web-facing permanent repository of electronic documentation in addition to a transitory FTP site for file transfers. The directory structure, the naming conventions, the rules for what documents must be kept on the permanent repository, rules for formatting those documents, and rules for versioning and discarding previous versions shall be proposed by the *Administration* Contractor, but may be revised by MDE, and must receive final approval from MDE.

At a minimum, schedules, agendas, reports, and meeting minutes shall be kept on this permanent electronic documentation repository. The repository shall be transferred as an easily accessible historical record (requiring no modification or training) onto permanent media (such as DVDs or an external hard drive) and transferred to MDE at the end of the Contract.

Schedule

The *Administration* Contractor must provide a comprehensive, highly detailed schedule for required project deliverables and activities. This must be made available in paper form and available electronically (using MS Project software or other comparable planning software compatible with MDE software) to the MDE upon award of the Contract and after each modification of it throughout the course of this Contract. This comprehensive schedule must include all key MI-Access administration, professional development/communication/accommodation, and assessment development activities. The administration schedule will need to be coordinated with the *Professional Development/Communication/Accommodations* Contractor and the *Development* Contractor carefully since both the *Professional Development/Communication/Accommodations* Contractor and the *Development* Contractor procedures and schedules will impact the timing of delivery.

In order to monitor project activities, the MDE will require monthly written progress reports, plus weekly update telephone meetings and *monthly* face-to-face meetings with the *Administration* Contractor's staff. Additionally, the *Administration* Contractor will report to the MDE CCI and, at times, will meet with other groups regarding this project. The *Administration* Contractor must perform all the subtasks and activities as specified in Assessment Administration Activities and as outlined below:

a. Narrative Timeline

The *Administration* Contractor must include a detailed narrative timeline or schedule that outlines both by task/subtask and chronologically for the entire Contract period, each activity to be performed under this Contract. The chronological schedule must include proposed task initiation and completion dates and levels of effort (i.e., hours) by task for proposed personnel including all development subcontractors. The schedule must show which organization is responsible for the task. The schedule will also serve as a monitoring document to assure timely completion of tasks as scheduled.

Since the schedule may need revision and updating during the term of the Contract, the *Administration* Contractor must follow the change control process (reference section 1.403) with the CCI when changes are anticipated by providing an updated version in writing. Two (2) copies of any updated schedule must be submitted 30 days in advance for approval. The MDE CCI shall respond in writing to each updated schedule within 10 working days of receipt. Timeline revision may require a Contract amendment.

b. Progress Reports

The *Administration* Contractor must produce monthly progress reports, using an MDE approved format, with relevant tasks and activities from the schedule included and progress noted for each. The reports will also indicate unanticipated outcomes or problems and a schedule of deliverables for the subsequent six (6) weeks. The *Administration* Contractor must email the written report to the MDE CCI by noon (EST) of the first Tuesday of each month covering the previous month's activities.

c. Management Meetings

The successful operation of the Contract will require weekly telephone conference call meetings between the *Administration* Contractor and the MDE staff, or as requested by the CCI. These conference calls will provide an opportunity to review and discuss task implementation and status. Monthly in-person meetings will also alternate between the *Administration* Contractor's office and the MDE location. Contractor site location will be where the operations related to this Contract are conducted. Administration subcontractor(s) will meet jointly with the *Administration* Contractor and MDE staff, as appropriate, to discuss all relevant tasks. The *Administration* Contractor is responsible for the cost of sending its and any *Administration* subcontractor(s) staff to meetings and other project-related meetings in Lansing. Each Contractor must also plan for three (3) MDE staff to attend six (6) two (2) day monthly meetings per year at the *Administration* Contractor's site.

A similar schedule of face-to-face meetings is required to coordinate Contractor services with the *Professional Development/Communication/Accommodations* Contractor and the *Development* Contractor. At least three (3) of these meetings will be scheduled to overlap so that the *Administration* Contractor and *Administration* subcontractor(s), the *Professional Development/Communication/Accommodations* Contractor, and the *Development* Contractor must meet together with the MDE to plan, deliver, anticipate, and problem-solve issues that require coordination.

d. Other Meetings

The *Administration* Contractor may make periodic reports to the SBE (oral and written) and meet with the CCI and advisory committees, or other groups as required by the CCI. In addition, every Fall the MDE conducts five (5) to six (6) two (2) day Fall conferences across the State. Day two (2) of the conference focuses on students with disabilities and there are always presentations related to MI-Access assessments. The *Administration* Contractor must plan on at least two (2) staff attending and presenting at these conferences.

Sample: Fall 2007 Assessment and Accountability Conference Dates

Battle Creek, McCalmly Plaza	October 29 & 30
Marquette, Northern MI University	November 6 & 7
Crystal Mountain	November 8 & 9
Sterling Heights, Sterling Inn	November 14 & 15
Lansing, Lansing Center	November 19 & 20
Novi, Sheraton Detroit Novi	November 29 & 30

For the purposes of this project, the *Administration* Contractor must plan for two (2) additional two (2) day meetings per year attended by two (2) persons each from the *Administration* Contractor and for an additional 10-12 days (two (2) days per Fall conferences).

e. Records and Minutes

The *Administration* Contractor must take accurate minutes and record lists of participants from *all* meetings including, but not limited to, item reviews, management meetings, and advisory committees, formal meetings or phone calls between the *Administration* Contractor and MDE. The *Administration* Contractor must maintain and submit to the MDE CCI all minutes and records, which have been formatted well and proofed, electronically (i.e. email) within two (2) working days or an agreed upon date.

Assessment Administration Activities

Assessment administration occurs two (2) times each school year. It is the goal of the MDE to return results back to school systems shortly after the assessment window is closed. The elementary and middle school MI-Access assessments is administered annually in the Fall, starting the first week of October and ending the middle of November, with results to be returned no later than early January, while the grade 11 MI-Access assessments are administered once annually – third week of February thru the first week of April, with results to be returned the third week of May.

Given the broad range of the MI-Access assessment administration tasks the *Administration* Contractor is responsible for, they are listed here as separate tasks. The *Administration* Contractor must perform all the subtasks and activities specified. This listing addresses only the Fall 2008 grade three (3) – eight (8) test cycle. The same activities will need to be completed for the Spring 2009 grade 11 test cycle. All *Administration* Contractor timelines *require* that the MI-Access assessment materials are shipped to districts and received by the District MI-Access Coordinator two (2) weeks prior to the MI-Access assessment window starting and before the MI-Access Webcast. The *Administration* Contractor may assume that unless specified, later test cycles will follow a similar calendar.

1. Participate in Contract Kick-Off Meeting

Within two (2) weeks of the award of the Contract the key staff of the *Administration* Contractor and sub-*Administration* Contractors, if used, the *Professional Development/Communication/Accommodations* Contractor, the *Development* Contractor, and MDE staff will meet for at least three (3) days to review project plans, schedules, and activities. The goal is to make any needed last-minute changes to the 2008-2009 MI-Access development activities, to revise schedules and planned activities accordingly, and to begin work to produce the materials needed for the 2008-2009 MI-Access assessments. The goal is to organize all parties to produce the materials needed for the 2008-09 school year and the Fall 2008 grade three (3) – eight (8) MI-Access assessments.

The *Administration* Contractor must update the electronic project schedule (in MS Project or similar format) as needed, and will document the *Administration* Contractor issues discussed at this initial kick-off meeting.

An action item from this meeting shall be the production of an MDE approved baseline administration schedule conforming to the requirements set forth in section 1.302 within two (2) weeks of the Contract kick-off meeting.

2. Finalize Assessment Administration Plans

The *Administration* Contractor must provide a plan to develop the materials needed to administer, score, and report the Fall 2008 Grade three (3) – eight (8) and the Spring 2009 MI-Access assessments at the appropriate date. This will include, at a minimum, a detailed electronic project schedule, along with appropriate psychometric design, to assure that the assessments will produce accurate and sound information about students and schools.

Each year there will be two (2) three (3) day *joint* kick-off meetings – one (1) for the Fall MI-Access assessment window and the other for the Spring MI-Access assessment window with the *Administration* Contractor, *Professional Development/Communication/Accommodations* Contractor, and the *Development* Contractor to discuss activities that need to be completed for successful administration of the MI-Access assessments. The Administration plan, which the *Administration* Contractor is responsible for producing for the annual kick-off meetings, must describe major and minor steps with administration tasks that need to be carried out, starting and ending dates, and the specific staff (by name) who are participating in each step, as well as those leading each step. The initial calendar, changes in milestones, and changes in significant steps must be approved by MDE. Particular attention must be paid to steps involving other parties such as the *Professional Development/Communication/Accommodations* Contractor, *Development* Contractor, subcontractor(s), data exchanges, and product deliveries. This is a cooperative venture requiring mutual agreement on key deliverables so that all parties can complete their tasks and Michigan educators perceive the project as a seamless, coordinated project that always meets projected timelines.

3. Proofing of MI-Access Assessments by the *Administration* Contractor, the *Development* Contractor, and MDE

The *Development* Contractor must work with MDE to select operational and field-test items for each form. The *Development* Contractor must then produce camera-ready booklets and picture cards (P/SI only) for each form per content area and population and package according to MDE specifications (See section 1.104.M). The *Development* Contractor must proof each test form, checking for spelling, grammar, usage, correct answer, correct coding to EGLCEs, EHSCE, or EBs, correct item numbering, etc. prior to having the *Administration* Contractor, MDE designated proofreaders, and the MDE start proofing. Proofing will include *Development* Contractor, *Administration* Contractor, MDE designated proofreaders, *and* MDE staff. Any needed changes will be made and summarized for later use by the *Development* Contractor. The MDE designated proofreaders and the MDE reviews will be summarized and sent to the *Development* Contractor to summarize and review with MDE to finalize booklets, including picture cards when needed, and answer keys for MDE approval.

4. *Administration* Contractor Receives Camera-ready Booklets and Picture Cards from the *Development* Contractor

The *Development* Contractor must work with MDE to select operational and field-test items for each form. The *Development* Contractor must then produce camera-ready booklets and picture cards (P/SI only) for each form per content area and population and package according to MDE specifications (See section 1.104.M).

5. Develop Answer Documents and Other Scannable Documents

The *Administration* Contractor must develop draft student answer documents, for MDE approval. Each answer document must be printed in the color specific to the assessment. Student answer documents must also provide space to collect demographic and identification data. The table below provides current information related to student answer documents.

In addition, the *Administration* Contractor is responsible for providing needed header sheets, including a School and Grade Identification Sheet, an Assessment Administrator Identification Sheet, and a Security Compliance form. Also, District Continuation Sheets will need to be developed (non-scannable) for districts with more than 15 schools participating in MI-Access. The Contractor can also make suggestions as to what to use other than District Continuation Sheets. These will be used to facilitate the return of the assessment results to the appropriate schools and educators.

Scan Document	Color	Comment
Participation ELA and Mathematics Student Answer Document	Blue (Pearson Ocean 12)	Two-sided One (1) for grades 3-8 One (1) for grade 11
SI ELA and Mathematics Student Answer Document	Green (Pearson Cactus 56)	Two-sided One (1) for grades 3-8 One (1) for grade 11
FI ELA Student Answer Document	Purple (Pearson Purple 07)	This is an eight (8) page booklet to accommodate the ELA Expressing Ideas written/drawn responses. One (1) for grades 3-8 One (1) for grade 11
FI Mathematics Student Answer Document	Gold (Pearson Harvest 24)	Two-sided One (1) for grades 3, 4, and 5 One (1) for grades 6, 7, and 8 One (1) for grade 11
P Science Student Answer Document	Pink (Pearson Raspberry 04)	Two-sided One (1) for grades 3-8 One (1) for grade 11

SI Science Student Answer Document	Maroon (Pearson Maroon 41)	Two-sided One (1) for grades 3-8 One (1) for grade 11
FI Science Student Answer Document	Orange (Pearson Carnival 28)	Two-sided One (1) for grade 5 One (1) for grade 8 One (1) for grade 11
District ID Sheet	Teal and Tan (Pearson Cattail 69/Teal 90)	Two-sided
School ID Sheet	Green and Orange (Pearson Harvest 24/Pine 22)	Two-sided
Assessment Administrator Identification Sheet	Blue and Maroon (Pearson Ocean 12/Maroon 31)	One-sided
MI-Access Security Compliance Form	Tan (Pearson Coffee 12)	One-sided

6. Collect Teacher, Student, and Manual Counts

The *Administration* Contractor needs to have a Web-based system (currently it is called the MI-Access Online System) for collecting count information from District MI-Access Coordinators that will be used to determine the print quantities for the assessment materials, such as the number of MI-Access Coordinator and Assessment Administrator Manuals, assessment booklets, accommodated assessment materials, and number of teacher identification sheets are needed. The counts will also be used to develop the packing slips for shipping materials to districts. Also, this Web-based system will be used for ordering additional assessment materials. Each district will have its own link and password so any additional orders for materials can be linked back to the specific forms that the district was sent in the original shipment. The *Administration* Contractor must work with the CCI in determining the functions of this system. Also, the CCI must sign off on any functions prior to the *Administration* Contractor notifying District MI-Access Coordinators the system is available to enter counts or order additional materials.

7. Print the MI-Access Coordinator and Assessment Administrator Manual

The *Administration* Contractor must collaboratively work with the *Professional Development/Communication/Accommodations* Contractor to develop the “MI-Access Coordinator and Assessment Administrator Manual” by providing content details and high resolution .pdfs of the documents needed to be included in the manual. There is one (1) primary manual that covers all the MI-Access populations and content areas being assessed for the school year and a short addendum to the manual, which includes information related to the grade 11 MI-Access assessments that was not available to include in the primary manual before the print date. A copy of the 2007/2008 MI-Access District Coordinator and Assessment Administrator Manual can be downloaded from the MI-Access Information Center at www.mi-access.info under the Manuals and Handbook tab.

8. Obtain the Needed Accommodated Versions of the Assessment Booklets for Students With Disabilities (SWD), Students with a Section 504 Plan (Section 504), and Students who are ELLs for Distribution to Districts

For students with disabilities, the *Professional Development/Communication/Accommodations* Contractor must produce enlarged print, Braille, Assessment Administrator Booklets for Braille, tactile/Braille picture cards, a recorded version of each assessment (to be made available to districts in both cassette tape and CD-ROM formats), and reader scripts of the FI ELA, Mathematics, and Science assessments. The *Administration* Contractor is responsible for making sure the *Development* Contractor and the *Professional Development/Communications/Accommodations* Contractor are aware of the deadlines for producing the camera-ready booklets and the accommodated versions of the assessments in order to "pick and pack" all of the assessment materials, including the accommodated materials. All assessment materials will be shipped to the districts at the same time.

9. Packaging of Accommodated Materials

The *Administration* Contractor *must* coordinate the production and duplication schedule of all accommodated materials with the *Professional Development/Communication/Accommodations* Contractor so that they are shipped at the *same time* as the print versions of the MI-Access assessments. Besides reader scripts, all accommodated versions of assessments shall be packaged with a copy of the corresponding answer document. All audio accommodations shall also be packaged with a copy of the standard-print version of the assessment. The Braille version of the FI assessments must be packaged with the *Assessment Administrator Booklet for Braille* and a Braille ruler and/or protractor, as needed. The Braille picture cards for the P/SI assessments are shrink wrapped individually by population and grade range. The enlarged print mathematics versions must be packaged with a Braille/Large Print ruler, as needed.

The State is committed to reducing or eliminating waste. All materials must be coded and packed as to allow for minimum distributions of one (1) unit. For example, if a school requires six (6) test booklets then they may be sent either a pack of five (5) plus one (1) single or six (6) single booklets; they shall NOT be sent two (2) packs of five (5) nor one pack of 10.
The quantities to duplicate of each shall be determined and approved in writing by MDE prior to duplication. For estimated quantities see Appendix A.

10. Final Proofing of Assessment Administration and Return of Materials Documents

The *Administration* Contractor and the MDE will proof all assessment administration and return of materials documents related to the successful administration of MI-Access, including, but not limited to, student answer documents, header sheets, labels, return of materials packets, and teacher return envelops (see Appendices A and O). The *Development* Contractor's responsibilities for proofing will be completed at the final handoff of MI-Access assessment booklets, picture cards (P/SI), and answer keys to the *Administration* Contractor.

To facilitate the overlapping development, proofing, and printing windows, the *Administration* Contractor must stagger the deadlines of the production tasks according to their production capabilities, with the latest deadline for any task being that listed above. This will allow MDE and the *Administration* Contractor time to finish the proofing of one (1) production task to pass on to the printing process while production on another task is still underway.

11. Print the Needed Assessment Administration Materials

The *Administration* Contractor must print, reproduce, or duplicate the materials needed to administer grade three (3) – eight (8) MI-Access assessments, including all manuals, assessment booklets, picture cards, student answer documents, header sheets and other assessment materials according to the specifications in Appendices A and O.

12. Develop Packaging Slips

The *Administration* Contractor must develop a file of the quantities of materials to be sent to District MI-Access Coordinators at each local or intermediate school district that administers MI-Access as described in section 1.104.M. In addition, the *Administration* Contractor must produce school packing slips for the school building boxes of assessment materials sent to the District MI-Access Coordinator for dissemination to each school.

13. School Distribution/Inventory Sheets

The *Administration* Contractor must develop School Distribution/Inventory Sheets, which list the school materials enclosed in shipments that do not have school boxes as described in section 1.104.M.

14. The *Administration* Contractor Loads Pre-ID Data

The *Administration* Contractor accesses the OEAA Secure Site to load student Pre-ID information including student demographics (see section 1.104.I for Pre-ID site requirements).

15. Use Pre-ID File(s) to Pre-print Student Answer Documents and Produce Pre-Printed Labels for Student Answer Documents

The *Administration* Contractor must pre-print student demographic data on the student answer documents for all content areas and populations except for FI ELA, where labels will need to be produced to apply to the ELA Student Answer Document. In addition, generic pre-printed labels that can be used to apply to the student answer documents if the student population (P/SI, or FI) is not indicated during the Pre-ID process using the Pre-ID data as described in section 1.104.I for Pre-ID site requirements.

16. Participate in Live MI-Access Webcasts

MDE staff and staff of the *Administration* Contractor must jointly provide information and/or materials related the administration of the MI-Access assessment to the *Professional Development/Communication/Accommodations* Contractor. The *Professional Development/Communication/Accommodations* Contractor must take the lead in the production of the MI-Access Webcasts, which will air no later than two (2) weeks prior to the start of the Fall and Spring MI-Access assessment windows.

The purpose of these Webcasts will be to review (1) what is new for the assessment cycle, (2) the procedures that the MI-Access Coordinators need to carry out before, during, and after assessment, including information on similar duties for School MI-Access Coordinators and Assessment Administrators, (3) how materials are shipped to districts, (4) how to order extra materials, (5) how to get answers to assessment administration questions, and (6) how to return the assessment materials after assessment.

17. Package Assessment Materials

The *Administration* Contractor must package the assessment materials to be shipped to MI-Access coordinators as described in section 1.104.M.

18. Ship Assessment Materials to District MI-Access Coordinators

The *Administration* Contractor must ship the assessment materials to district or school MI-Access coordinators as specified in section 1.104.M. Materials must arrive two (2) weeks prior to the assessment window beginning and prior to the schedule MI-Access Webcast.

19. Distribute Assessment Materials to Schools (September 24 - 30, 2008)

The *Administration* Contractor must monitor the distribution of assessment materials to the schools by the District MI-Access Coordinators as specified in section 1.104.M.

20. Conduct Mock Scoring System Check to Verify Accuracy of the Scanning, Scoring, and Reporting Systems Using a Test Deck (Must Take Place Prior to the Fall Assessment and Accountability Conferences)

The *Administration* Contractor must demonstrate the accuracy of the pre-ID, labeling, scanning, scoring, report formats, and reporting systems using a test deck. Checklists must be developed so the MDE can independently review the results of the Mock Scoring Systems Review (see Appendix H).

Neither the physical or information technology environment in which the test deck is run through scanning, item scoring, and electronic storage may differ significantly in any way from the environment in which live answer documents will be scanned, scored, and electronically stored.

The processes used for the Mock Scoring Systems Check shall be conducted in the same IT environment using the same processes as will be used for live data or the Final Scoring Systems Check.

The only exceptions shall be problems identified in the Mock Scoring Systems Check and/or Final Scoring Systems Check that are rectified for processing live documents and live data.

Within 30 days after business requirements are approved by MDE, the *Administration* Contractor shall propose to MDE a set of specifications for the development of two (2) test decks to undergo scanning and scoring. Each test deck shall consist of hand-bubbled answer documents and/or computer generated information satisfying each scenario in the test deck set.

MDE will add to or remove from the specifications and must give final approval for the specifications prior to the first use of the test deck specifications. After each operational administration both the *Administration* Contractor and MDE shall review the test deck specifications based upon any problems experienced in scanning and scoring or upon newly anticipated problems not captured in the original test deck specifications.

MDE shall have the right to make reasonable modifications to the specifications for each operational round of the assessment to more accurately capture both experienced and anticipated problems.

The first test deck shall be used to demonstrate the accuracy of the scanning and editing process in capturing all bubble marks on the answer documents and ancillary documents (header sheets, etc.). Two (2) sets of data files and printouts from the first test will be provided. One (1) set will show the scan data as captured during the scanning process. The second set of data files and printouts will show how the captured data is edited to resolve all possible exceptions including, but not limited to;

- erasures;
- multiple marks;
- omits; and
- stray marks.

Three (3) easily understandable formats must be provided to, and approved by, MDE for (1) representing each individual scenario, (2) demonstrating the successful and accurate transfer of that scenario to a hand-bubbled answer document, and (3) recording the success and accuracy of the capture of the scenario in the data file resulting from scanning and scoring.

The second test deck will be used to check the complete process from answer document bubbling through the production of all report types foldered for distribution, and including the student data file. A demonstration of the inclusion of scores for the MI-Access FI Expressing Ideas prompt must be included.

As mentioned above, the *Administration* Contractor must demonstrate the reporting systems before the start of the Fall Assessment and Accountability Conferences of each year. This demonstration will include the production – on-line viewing, printing and downloading – of the reports for a test-deck of mock student responses, where the test deck has been submitted to the entire scanning, scoring, and reporting process. At least seven (7) MDE staff and/or contracted staff will travel to the location of the *Administration* Contractor to evaluate the test deck procedures, with all travel expenses and contracted staff rates paid by the *Administration* Contractor. MDE staff will conduct the scoring system reviews (Mock and Final) with staff from the *Administration* Contractor independently, but with Contractor staff available to discuss any areas on which corrections are needed. This reporting system will need to be ready for production use prior to the start of the Fall Assessment and Accountability Conferences of each year.

NOTE that all test decks must be designed from specifications developed primarily by the *Administration* Contractor, but approved solely by MDE, to include all potentially problematic scenarios found on answer documents which may cause problems for the scoring system.

The test deck shall undergo the Scoring Systems Review from bubbling in the answer documents through processing, scanning, scoring, rolling into a data file, and mock reporting at the individual student, school, and district level.

The file for creating mock reports will be augmented with additional scenarios to minimize the amount of answer sheet bubbling for the test deck. These additional scenarios would represent potentially problematic situations that would not arise from the act of filling out answer documents but from other issues that may cause problems for reporting (e.g. the form numbers being correctly reported with accurate raw score data, etc.).

Technical Requirements

Contractor must generate all reports on the Contractor report server so that the OEAA Secure Site can access all reports based on the report naming conventions indicated at the beginning of section 1.104.L.3.

Current response time for report retrieval on a T1 connection is less than two (2) seconds. Retrieval times longer than five (5) seconds will not be acceptable.

The *Administration* Contractor must use the final student results file (see **Develop Student Score Data Files**) to develop the reports described above. This means that as each district is completed, the Coordinator will be notified that the district's results (from the student level to the district summaries) are available on the secure Web site for downloading and printing. The OEAA Secure Site will be used from the time that the first district is posted until all districts have received their results and the results have been reported publicly. At that point, the school and district results will be transferred for hosting on State report servers.

Once the "go live" time for release of State results has been reached, the file of State, district, and school results will be made available to the media and other members of the public. The shipment of printed reports must be timed to occur immediately following the electronic release of results to the public.

The systems solution must have the capability to facilitate display, via the OEAA Secure Site, of *longitudinal data* beginning with the first cycle of testing processed by the system (defined as linking results from the previous year to the current year for individual students, and as presenting on aggregate reports the baseline year [currently 2005, but the baseline year may change if new standards are set], the current year, and the previous three (3) years).

The *Administration* Contractor's system must make use of the Unique Identification Code (UIC) as the longitudinal linking attribute in any systems solution presented. All data included in the research and scored files listed below must be included in the longitudinal component of the database.

The student score database solution must include the capacity to update data from an appeals/corrections window after the initial district "go-live" date. The appeals/corrections window is handled on a State owned Web site, and is not the responsibility of the *Administration* Contractor. The *Administration* Contractor must be capable, however, of receiving files of corrections from MDE and updating student data.

21. Assessment Window

Michigan schools will administer the MI-Access assessments during this time period. A few districts may require an additional week to complete assessment due to religious holidays. However, the majority of Michigan school systems will be able to complete the assessment process within the designated assessment window. Any school district that requires additional time will need to notify MDE in writing and receive permission from the MDE to extend the assessment period. Districts that return materials after the designated date for returning materials will be charged a late fee by the *Administration* Contractor to cover the costs of scanning and scoring late materials. The late materials fee will be agreed upon between the *Administration* Contractor and the MDE. The *Administration* Contractor is responsible for having a system for invoicing and collecting fees from district submitting their materials late.

22. Return of Assessment Materials to Contractor

The *Administration* Contractor must facilitate and monitor the return of assessment materials from schools to the *Administration* Contractor as specified in section 1.104.M.

23. Log-In of Assessment Materials

The *Administration* Contractor must log in all assessment materials received from schools, as specified in section 1.104.M.

24. Research Missing or Late Materials

Once a school or district has indicated they have shipped all their materials then the *Administration* Contractor must proactively review return and shipped materials logs to identify any missing materials then contact the school/district if any materials are determined to be missing. No later than one (1) week following the end of the assessment window the *Administration* Contractor shall also identify and contact all schools or districts that have not returned materials. The *Administration* Contractor must produce reports for the MDE indicating what districts have missing or late materials. In addition, the *Administration* Contractor must provide secure Web based access to live data for MDE to monitor the number of districts who have returned materials and how many districts are outstanding.

25. Scanning of Answer Documents

The *Administration* Contractor must scan answer documents. Verification that the imaging/scanning and scoring system is operational must be done no later than the start of the Fall Assessment and Accountability Conferences (early to mid October).

The *Administration* Contractor must develop the system to scan all answer documents, including answer folders for FI ELA, and all student identification documents (including pre-printed answer documents, and pre-printed bar-coded adhesive labels). This scanning/imaging process is performed both for record-keeping purposes and to facilitate the hand-scoring of the student responses to the FI ELA Expressing Ideas prompts.

The *Administration* Contractor can propose to use whatever scanning solution they wish to use, mindful that only five (5) weeks has been allotted to scanning, scoring, demographic cleanup and reporting.

The system developed by the *Administration* Contractor must be capable of indexing all image documents in a manner that allows for all of a single student's images to be accessed as a unit. The demographic data from the assessment document (barcode, lithocode) is also included in the record as an identifier of the student and index information to the stored TIFF image. MDE would prefer an image of the entire document (not image clips) and would also prefer images of the documents that are not template created.

The *Administration* Contractor must provide a method of transferring high-resolution images, with an image index, to MDE for hosting on MDE servers.

Technical Requirements

- Adhere to all security requirements.
- The quality of the scan must be at least 240 dpi with a 256-level gray-scale (Eight (8) bits per pixel).

This system applies to translation of demographic and ELA Expressing Response prompt responses only, except for the combination of hand-scored responses with machine-scorable responses for purposes of creating a scaled score and determining a performance level. The scoring of the FI Expressing Ideas prompt student responses is addressed in sections 1.104.H.
The Contractor must demonstrate that their scanners are capable of distinguishing between actual student marks and stray marks or distortions caused by dust, dirt, and misaligned answer sheets. In addition, the State requires 100% verification of double marks, blank answers, and assessments where only an item or two (2) are responded to. The *Administration* Contractor must use computer-based routines or human-editing stations to assure that the MDE assessment data files are 100% clean and accurate.

Documents are to be scanned on equipment that is capable of Optical Mark Reading (OMR) of pencil marks and producing a hex level read output of the darkness of the mark. The 0 value of the mark must be equivalent to paper and the F value of the mark is the highest (darkest) level. These data are required as well as the student's selected intended mark (the darkest mark) in a string, the raw score for a mark in an item and a TIFF image of the form.

The *Administration* Contractor must develop the system to score answer documents and answer folders. The scoring system must incorporate translation of the pre-printed or bar code demographic information, and all multiple-choice answers. The system must be capable of translating images of item responses to designations of the answer option chosen (e.g. 1, 2, 3 or A, B, C). The system must also be capable of translating answer options to a score for each item (e.g. 0 /1 or 3, 2, 1, or 0 for P/SI). The system must also be capable of updating records by adding scores from the FI Expressing Ideas prompts after they are hand-scored.

All items must be scored accurately, efficiently, and reliably. All exam information must be made available both to the MDE CCI and to the independent evaluator for analysis and evaluation. Efficient, timely, and accurate scoring of performance items within the statutory timeline will require extraordinary effort on the part of the *Administration* Contractor; the proposal must document the *Administration* Contractor's capability to meet all such timelines. The critical nature of MDE assessments requires that the highest standard of quality assurance be applied to all phases of scoring and analysis.

Although the scoring Contractor may use a batch processing system, the MDE student data system is transaction based. Each student is an individual. Thus, weekly data files of all records scanned and the corresponding document TIFF images are required via a secure FTP site - daily work is preferred. Although TIFF images that closely mirror the originals (including background) is preferred, MDE recognizes that many Contractors use a dropout process in scanning. Therefore, scanned images that create the data (non-dropped out) with a template-produced background is acceptable. The Contractor must make a best effort to ensure that the overlaying process is not conducted in such a manner to render the image unreadable to a human during a review audit process.

The State requires that the transfer file is provided (specified in Appendix D – File Formats) that includes the hex read level (O-F) values of all bubbles read, the Contractor scanner's interpretation of the darkest mark, the raw score against the score key, the demographics (ID bar-code) and the TIFF images of the document.

At all phases of production related to assessment materials and scanning student answer documents, data files must be created from the results. The *Administration* Contractor must share assessment plans and results with the State for review and approval. The State has the option of adding assessment scenarios to determine if omissions are present.

The Administration Contractor must ensure that quality control measures for the development of materials, scoring and handling of all items including, but not limited to, verification of the scoring program, editing and resolution procedures for questionable answer documents (e.g., with multiple marks, poor erasures, or incomplete data), and combining and aggregating multiple-choice response scores with constructed response scores at the school, district, county, and State levels is implemented and followed.

Translation of item scores to scale scores must be conducted using Item Response Theory (IRT), and at that point, the system must be capable of producing performance levels based on cut scores. The scale scores must be calculated using both machine-scored item responses and hand-scored item responses using a simultaneous IRT scaling procedure.

The scoring system must also allow for corrections to be made to data during/after an appeals/corrections window and after the initial district "go-live" date. The *Administration* Contractor must be capable of receiving files of appeals from MDE then research and (if appropriate) updating student data. The *Administration* Contractor shall provide MDE a listing of all appeals with their resolutions monthly.

26. The *Administration* Contractor and MDE Will Work Together to Design Reports

All reports must, at a minimum, report the NCLB and the IDEA reporting requirements. Mock reports will be produced by the *Administration* Contractor that meet the specifications discussed and will provide design layouts for each report by an agreed upon date that ensure that the Mock Scoring Systems Review will take place prior to the Fall Assessment and Accountability Conferences (early to mid October).

The *Administration* Contractor is required to produce the reports. The table below lists the reports, at a minimum, that need to be designed and disseminated:

MI-Access Reports for Each Population and Content Area Assessed

Report	Online and Hard Copy	Online Only
Individual Student Reports	X	
Student Labels	X	
Class Rosters	X	
School Rosters	X	
District Rosters	X	
School Summary Reports	X	
District Summary Reports	X	
State Summary Reports		X
School Item Analysis Reports	X	
District Item Analysis Reports	X	
State Item Analysis Reports		X
School Demographic Reports	X	
District Demographic Reports	X	
State Demographic Reports		X
Parent Reports	X	
District Comprehensive Reports	X	
Intermediate School District Comprehensive Reports		X

27. Hand-Scoring of Operational and Field Test ELA Prompts

The *Administration* Contractor must conduct range-finding on the field test prompts for the MI-Access FI Expressing Idea embedded field test prompts using the pre-established rubrics that are called for as part of the test design based on curriculum standards.

28. Update of Demographics Data

The *Administration* Contractor must access the OEAA secure site and obtain data provided by local school districts to update the student results files. This must permit the reporting of the student results in an accurate manner to local school districts.

29. Conduct Final Scoring System Check to Verify Accuracy of the Scanning, Scoring, and Reporting Systems Using Live Data

The *Administration* Contractor must demonstrate the accuracy of the pre-ID, labeling, scanning, scoring, report formats, and reporting systems using a test deck. Checklists must be developed so the MDE can independently review the results of the Mock Scoring Systems Review (see appendix H).

The *Administration* Contractor shall propose to MDE plans for a Final Scoring Systems Check that will include live data from pre-selected districts among which there is an aggregate population that includes:

- to the extent possible, students representative of each demographic characteristic; and
- at least three (3) complete districts with each grade level, content area, and MI-Access population being assessed being reported. Due to the size of the population being assessed the *Administration* Contractor may need to use more than three (3) districts in order to check every grade and content area for all three (3) MI-Access populations.

The results of Final Scoring Systems Check will need to be approved by the CCI prior to the production and distribution of reports to schools and districts.

30. Construct Final Student, School, and District Report Files with a MI-Access Handbook

The *Administration* Contractor must integrate the demographic updates and the edited files of student results to produce final reports. The *Administration* Contractor must collaboratively work with the *Professional Development/Communication/Accommodations* Contractor by providing high resolution sample reports that can be used by the *Professional Development/Communication/Accommodations* Contractor when writing and producing the camera-ready MI-Access *Handbook: Understanding, Interpreting, and Using MI-Access Results* to turn over to the *Administration* Contractor for printing and distribution.

The *Professional Development/Communications/Accommodations* Contractor must prepare/update (write, format, edit and proof) the MI-Access Handbook – How to Understand, Interpret and Use MI-Access Results and provide the camera-ready document to the *Administration* Contractor for printing and distribution. In addition, the Handbook will be posted on the MI-Access Web page and MI-Access Information Center. The Handbook provides background information on MI-Access and samples of the various reports along with descriptions of how users can better understand and use those reports. For a copy of the MI-Access 2006/2007 Handbook and Addendum to the Handbook that includes sample images of the reports go to www.mi-access.info then click the Manual and Handbook tab at the top of the home page.

The MI-Access Science assessments will be implemented for the first time in 2007/2008 so these reports are in the process of being designed. Once they become available then they will be provided to the Contractor. In addition, revised reports that will include “Performance Level Change” information, which are currently in the design stage, will be provided to the Contractor once they are ready to share.

31. Provide Reports to MDE

When all of the districts reports are completed, the *Administration* Contractor must provide electronic reports and notify the District MI-Access Coordinator of their availability.

The *Administration* Contractor must develop a reporting system that permits the following reports to be produced electronically (PDF format) and in paper. All electronic PDF reports will be provided to MDE with a file naming convention similar to “19-ABCD-00000-00000-00000-AL-NP.pdf”. The first two (2) digits are the test cycle code; the next four (4) letters are the specific report code; the next three (3) sets of five (5) numbers are the ISD, District and school codes; then grade level; and finally non-public or public designation. MDE will then load these reports into the OEAA Site to be accessed via the OEAA Secure Site where schools will be given the option of having the reports printed for them.

Electronic versions of reports will be provided for all schools. Currently reports will be printed as listed in task 26. But, if budget restrictions are needed, MDE may allow the schools the option of having the reports printed for them during the pre-identification process. Along with the Pre-Identification data MDE will provide the *Administration* Contractor a listing of which schools will require reports to be printed for them.

32. Reports of Results Processed and Printed

The *Administration* Contractor must process and print all student, school, and district reports.

The reporting systems will be set up so that all districts will receive results at the same time – they will not be produced on the fly. Each of the reports will be made available in electronic format (static or dynamic Adobe Acrobat PDF) and will be printed by the *Administration* Contractor for distribution to school districts and schools. The on-line and printed forms must be easy to read and attractive. The student score files listed above must be downloadable from the reporting Web site.

Electronic versions of reports will be provided for all schools. But, as indicated earlier, MDE will allow the schools the option of having the reports printed for them. Along with the Pre-Identification data MDE will provide the *Administration* Contractor a listing of which schools will require reports to be printed for them.

33. Reports Shipped to School Districts

The *Administration* Contractor must ship reports to each district's MI-Access Coordinator or Superintendent, as specified on the District Identification Sheet.

The *Administration* Contractor must distribute those reports via a means that will track whether the materials have been received, and if so, by whom. This means that the U.S. Postal Service may not be used. Private trucking companies or shippers such as UPS or Federal Express (Air or Ground) may be used, so long as they can track when, where, and by whom each shipment was received.

Statewide reporting will occur when all school districts' materials are received. Statewide results will be made available electronically and in print after all district results have been prepared.

34. Provide Updated Field Test Items with Statistics to the *Development* Contractor

The *Administration* Contractor must prepare an electronic document linking field test items with the item codes provided by the *Development* Contractor and linking them to field test statistics as specified in section 1.104.B within 60 calendar days of the end of the testing window. This timeline is necessary to facilitate the development of the assessment materials for SRC and CAC reviews in order to prepare camera-ready booklets for the assessment next cycle for the grades assessed.

35. Contract and Other Summary Reports Produced

The *Administration* Contractor must prepare a series of reports and analyses immediately following the public release of the Statewide results for each assessment and testing cycle. See Contract Reports in section 1.104.R.

36. Provide a Call Center

The *Administration* Contractor is responsible for providing a call center and email address to handle phone calls and email messages regarding the MI-Access assessments. In addition, the MI-Access Hotline staff will assist the Contractor in other ways such as calling district MI-Access Coordinators when materials are late, calling to research a prohibitive behavior (unethical practice), sending out approved reminder email messages to District MI-Access Coordinators to remind them of important deadlines such as Pre-ID ending, the closing of the MI-Access Online System for the submission of Teacher, Student and Manual counts.

NOTE: The MI-Access Hotline will also be an E-mail center with a single e-mail address to which questions may be directed.

a. Provide MI-Access Hotline Assistance

The *Administration* Contractor is to provide a toll-free number, staffed by persons knowledgeable about all MI-Access assessments, from 8 am to 5 pm EDT/EST Monday through Friday excluding federal Holidays (but including summer holidays) throughout the entire duration of the Contract. The Assessment Coordinators will use the Hotline as a place to ask questions. Routine questions that have approved answers can be provided by the Hotline staff. New or unique situations must be forwarded to a designated MDE staff member for response. The staffing of the Hotline must be consistent over time. Staffing must be adequate that individuals are not put on hold for long periods (a five (5) minute maximum), unable to reach someone due to busy signals, must have voicemail for leaving messages, or otherwise be unable to receive assistance.

b. Provide Hotline Support

To ensure success of the MI-Access assessments, it is essential that the Hotline is ready and capable to implement and support this program. This Hotline support is a single-point-of-contact solution. The *Administration* Contractor must handle all types of calls from shipment of materials (never received, need additional, etc.) to system administration (forgot password, can't download file, etc.), questions related to SRC and CAC meetings, Pre-ID and use of the OEAA Secure Site and MI-Access Online System.

The types of calls that should be routed to other State agencies will be identified during the first kick-off meeting.

The primary customer will be District MI-Access Coordinators, but will also include others. The stronger the help system the more valuable this program will be, which will result in less frustration for school districts, Contractor staff, and MDE staff. The *Administration* Contractor is to provide a toll-free telephone number, toll-free fax number, and an e-mail address for issues to be submitted 24 hours a day through the duration of the Contract.

The call center must use two (2) levels of support. Level one (1) is the Call Center Agent. Call Center Agents assist with the calls when possible. If they are unable to provide resolution, and it is a technical call or mailing subcontractor call, it would be escalated to level two (2). Level two (2) is MDE staff. In the case that level two (2) support is required, the *Administration* Contractor must notify MDE staff that Level two (2) support is required by e-mail and with a follow-up phone call. All callers must be called back with a status update within two (2) working hours of their original service request, and every 24 hours thereafter until a solution is found.

Based on information MDE has from last year, the monthly average number of calls for MI-Access was approximately 230 with a peak of approximately 589 calls per month during elementary and middle school assessment windows. The average number of e-mail message received was 191 with a peak of approximately 269 e-mail messages per month during the elementary and middle school assessment windows.

c. Provide Call Center Reports

The following information is a list of data and information that must be provided on a monthly basis for the Call Center Detail Report:

- Date/Time (hours, minutes and a.m. or p.m.) service request received, problem and name and location of requester;
- Date/Time (hours, minutes and a.m. or p.m.) service request closed and resolution;
- Name of person providing resolution;
- Service report control number;
- Volume of calls by day and hour;
- Average time on hold by day and hour;
- Number of dropped calls by day and hour; and
- Additional information may also be required for the monthly Call Center report upon request of the MDE CCI based upon experience with the performance of the Call Center and/or unanticipated types or volumes of support calls.

37. Record Retention

The Administration Contractor must retain all used answer documents for at least five (5) years following the last date of the assessment window and the approval of the MDE CCI. The used answer documents must be stored in a secure, climate and pest controlled facility that will not allow for the premature degradation of the documents.

All other assessment materials must be retained for a period of time following the assessment to settle any appeals and may be destroyed upon approval from MDE – typically within 12 months following the assessment window.

(F) Psychometric Models and Item Analyses

1. Psychometric Models for Scaling and Equating

The psychometric model currently used for the MI-Access grade three (3) – eight (8) and 11 assessments is the Rasch Partial Credit Model as implemented in Winsteps for all P and SI subject areas, as well as FI multiple choice sections. The Generalized Partial Credit Model is used for the FI subject areas constructed response sections.

The equating design is a fully-pre-equated design in which all operational items have stable item statistics from large-scale field tests as items embedded in field test positions on operational assessments. Student scores are obtained by creating raw-to-scale score lookup tables in advance of receiving student data by using the fixed item parameters (e.g. b-values and step-values for the Rasch Partial Credit Model). Field-test calibrations are conducted by holding constant all operational item parameters at the pre-equated values, and allowing the field test item parameters to float in the calibration.

2. Early Item Check Analyses on Live Data

After receipt of a small amount of operational multiple-choice (MC) and constructed-response (CR) data from scoring, defined as at least 100 students per operational item, a set of analyses shall be conducted to verify item keys and item quality. These analyses shall produce the following data for each item in an easily readable format:

- Adjusted p-values (the average score divided by the maximum possible score);
- Item standard deviation;
- Frequencies;
  - Option frequencies (percents) for MC items;
  - Score frequencies (percents) for CR items;
  - Omit frequencies (percents);
  - Comment and condition code frequencies (percents);
  - Number of respondent;
- Corrected item-total correlations, or the correlation between item scores and the corrected total score (the total score minus the item score);
- Corrected option/score point biserials (at least for FI items), meaning;
  - For MC items, the correlation between selection of an individual response option (or omit) and the corrected total score;
  - For CR items, the correlation between attaining a score of X (or omit) and the corrected total score;
- Flags;
  - Difficulty flag for extraordinarily difficult items for the overall population;
  - Difficulty flag for extraordinarily easy items for the overall population;
  - Flag for each incorrect option chosen more frequently than the correct option (for FI item only);
  - Item-total correlation flag for low values indicating possible miskey or poor item quality;
  - Option-total correlation flags for high values on incorrect options indicating possible miskey or poor item quality (for FI item only);
  - Multiple mark flag for high percentages of multiple marks (for FI item only);
  - Omit flag for high percentages of omits; and
  - Form flag for significant differences in p-values or response frequencies by form.

The early analysis reports shall be produced only for items with one (1) or more flags set, and must be provided to MDE staff for review, approval, and determination of whether problematic items will be dropped from calibration or whether key changes are necessary. MDE must make the final sign-off for any key changes, items being dropped, or no changes being made before final calibration and/or scale scoring.

3. Post Assessment Item Analyses

Item Analyses to be Performed by the *Administration* Contractor and Item Data to be Transferred to the *Development* Contractor

Scope of Item Analysis

All items presented on operational assessments must undergo item analysis after the administration of the assessment. This applies to both operational and embedded field test items. The types of analyses differ by item function (operational versus field test).

After each operational administration, item analyses will be carried out that will create a single record for each item. The item analyses will include both classical item statistics, IRT statistics appropriate for the psychometric model being employed, and scale-referenced item statistics.

Item Statistics to be Calculated

Where item statistics are to be calculated by subgroup, the following are the subgroups for which statistics are to be calculated:

- All students;
- Gender;
  - Male;
  - Female;
- Ethnicity;
  - African American;
  - White;
- Limited English Proficiency Status;
  - No;
  - Yes;
- Home language of LEP students (new field on student answer document);
  - Spanish; and
  - Arabic.

Where item statistics are to be calculated by accommodation, the following are the groups for which statistics are to be calculated:

- All Standard Accommodations;
- All accommodations captured in the data with sufficient numbers for analysis, possibly including, but not limited to;
  - Large print;
  - Extended time;
  - Reader;
  - Calculator;
  - Scribe;
  - Audio;
  - Braille; and
  - Large print.

The classical item statistics to be calculated are the following:

- Adjusted p-values (the average score divided by the maximum possible score) by subgroup;
  - Difficulty flag for extraordinarily difficult items for the overall population;
  - Difficulty flag for extraordinarily easy items for the overall population;
- Item standard deviation by subgroup;
- Frequencies by subgroup;
  - Option frequencies (numbers and percents) for MC items;
  - Score frequencies (numbers and percents) for CR items;
  - Omit frequencies (numbers and percents);
  - Comment and condition code frequencies (numbers and percents);
- Corrected item-total correlations, or the correlation between item scores and the corrected total score (the total score minus the item score);
  - Item-total correlation flag for possible miskey or poor item quality;
- Corrected option/score point biserials, meaning;
  - For MC items, the correlation between selection of an individual response option (or omit) and the corrected total score;
  - For CR items, the correlation between attaining a score of X (or omit) and the corrected total score;
  - Option-total correlation flags for possible miskey or poor item quality;
- DIF indices by subgroup **(to be provided for embedded field test items only)** and by accommodation **(to be provided for operational items only);**
  - Focal group designation;
  - Reference group designation;
  - Favored group designation;
  - Mantel-Haenszel (MH) Chi Square;
  - MH Delta;
  - Educational Testing Service (ETS) Differential Item Functioning (DIF) category (A, B, C);

- Standardized Mean Difference (SMD);
- Effect size of SMD;
- Effect size of SMD category (AA, BB, CC); and
- Effect size of SMD category (AA, BB, CC).

The IRT item statistics to be calculated are the following:

- Item parameter estimates, including;
  - For the Rasch model;
    - B-parameter (difficulty) estimates;
    - Step-parameter estimates (for CR items);
    - Standard errors of all parameter estimates;
    - Flags for potentially poor items;
      - Very low *b* estimates;
      - Very high *b* estimates;
      - Unexpected negative step parameter estimates;
      - Very large step parameters estimates;
- Item fit estimates, including;
  - For the Rasch model;
    - Infit;
    - Outfit;
    - Infit flag for potentially poor items; and
    - Outfit flag for potentially poor items.

Scale-referenced statistics to be calculated are the following:

- Quartile mean theta scale points (mean thetas of quartiles of the population of test takers on the overall theta scale, calculated by ordering **all** examinees on resulting thetas, dividing the examinee population into four (4) equal groups, and calculating the median theta for each of the four (4) groups;
- Conditional item mean by quartile and overall group; and
- Conditional item means by quartile and subgroup (for creating empirical Item Characteristic Curves by subgroup based on mean thetas for each population-defined quartile). **To be provided only for embedded field test items.**

(G) Responsibilities for Specific Meetings

General Meeting Responsibilities

The *Administration* Contractor is responsible for all reasonable travel and lodging costs of MDE staff and additional contracted staff related to *Administration* Contractor activities where MDE staff and additional contracted staff need to be present. The *Administration* Contractor is also responsible for contracted staff's daily rate. At no point shall the *Administration* Contractor directly make payment or reimburse any MDE employee, unless directed to do so in writing by the MDE CCI.

1. Management Meetings

Management meetings will occur throughout the term of the Contract. They may be in many forms such as conference calls, video conferencing, and in-person (also called "on-site") meetings. Weekly there shall be a conference call (or similar) meeting by the key staff to go over technical issues and review how tasks are progressing in comparison to the approved timelines. At minimum, at least four (4) key staff from MDE shall meet in-person with *Administration* Contractor staff eight (8) times per year and alternating between MDE's site and the *Administration* Contractor's primary place of business. The *Development* Contractor and/or the *Professional Development/Communication/Accommodations* Contractor must attend management meetings as needed. The individual Contractor must cover the costs of the staff attending the meetings. The frequencies of these meetings may change depending on issues at hand and MDE's approval.

Each assessment window/cycle is treated as a project. Before any work commences for a specific assessment cycle there shall be an in-person meeting (also called "kick-off meeting") at the *Administration* Contractor's site to plan and review all tasks and timelines. These meetings will include the *Development* Contractor and the *Professional Development/Communications/Accommodations* Contractor either by conference call or on-site, depending on the meeting agenda. The *Administration* Contractor is also responsible for producing kick-off meeting binders for on-site and off-site participants with a sample of the previous assessment window's materials being discussed, including a suggested MS Project schedule to use during the meeting for discussion purposes. The *Administration* Contractor must collaborate with the *Development* Contractor and the *Professional Development/Communications/Accommodations* Contractor in order to include dates for tasks they are required to do related to the assessment window under discussion at the kick-off meeting. The *Administration* Contractor is responsible for all costs for two (2) MDE staff to attend the kick-off meetings. A baseline schedule shall be produced within two (2) weeks of the kick-off meeting for measuring performance against established timelines. See section 1.302.

For all management meetings the *Administration* Contractor shall be responsible for preparing the agenda, for MDE approval, meeting room arrangements, travel and lodging, and contacting participants.

MDE shall have ultimate rights to add, remove, and reorganize items on the agenda. **The first agenda items for all management meetings shall be the following: (1) At risk or overdue items, (2) Upcoming milestones and projections for meeting those milestones, and (3) Status of open action items.**

2. SRC/CAC Meetings

SRC and CAC review assessment items and their statistics to determine if they are of good quality to be used for either field test or operational assessments. All of the responsibilities listed in regards to the SRC and CAC meetings are that of MDE and the *Development* Contractor – except for the transfer of field test data to the *Development* Contractor in a mutually agreed upon format. The *Administration* Contractor needs to be aware that these meetings are an integral part of item development but their staff will not need to attend these meetings.

It is imperative that the *Administration* Contractor submit the scored field test data to MDE no later than the first work day following 40 calendar days following the last date of the test administration window.

3. Technical Advisory Committee (TAC) Meetings

The TAC is a panel of five (5) nationally-recognized assessment experts that provide advice to MDE on complex assessment related issues. The TAC meetings are conducted and coordinated by MDE. They are typically convened four (4) times per year and last up to two (2) days each. Since most of the meetings tend to address assessment *Administration* topics, by invitation, MDE may request the presence of two (2) representatives from the *Administration* Contractor's staff. Therefore, the Contractor must plan on sending two (2) staff four (4) times per year.

4. Rangefinding Meetings

In coordination with MDE staff, the *Administration* Contractor must conduct range-finding sessions to prepare the embedded field test prompts on a MI-Access FI ELA assessment. The results of the range-finding meetings will be used for (1) scoring the field test items and producing data for each prompt that can be used by the *Development* Contractor when producing materials for the SRC and CAC item data reviews and (2) for hand-scoring the prompts when they become operational. The *Administration* Contractor and the *Development* Contractor will need to agree upon the schedule for hand-scoring the field test responses for the SRC and CAC. The *Administration* Contractor is responsible for all cost associated with range-finding, including the following:

Range-finding meeting responsibilities of the *Administration* Contractor:

a) The MDE will make the lodging and any special needs, such as interpreters for hearing impaired committee members, arrangements. The *Administration* Contractor is responsible for meeting room arrangements and catering. The *Administration* Contractor must ensure that the MDE is aware of meeting dates sufficiently in advance so lodging arrangements can be made;
b) Communicating with MDE on the participants for each meeting (MDE will formally invite potential participants, and verify their intent to attend). The MDE will provide the *Administration* Contractor meeting participant names and contact information;

c) Pay participants' travel expenses at State rates (See appendix T);
d) Keep records of participant attendance;
e) Provide reimbursement of district substitute teacher fees and a daily honorarium according to participant request (the daily honorarium is to be $250 for range-finding participants);
f) Pay parent committee members child care for the time of the meeting (this is only for around four (4) committee members);
g) Pay for suitable (continental) breakfast, lunch, and snacks for all participants, including MDE and *Administration* Contractor staff;
h) Provide dinner reimbursement for those staying overnight;
i) Prepare (in consultation with MDE staff) all materials needed by the committee participants to perform their tasks;
j) Provide sufficient experienced staff in coordination with MDE to facilitate each range-finding group;
k) Provide for appropriate security of the MDE assessment data and items;
l) Administer security agreements for participants, and monitor compliance with those agreements;
m) Record the proceedings of the meetings and send records to MDE;
n) The range-finding committees for grade three (3), grades four (4)/five (5), and grades six (6)/seven (7)/eight (8) for each prompt will be comprised of MDE staff, *Administration* Contractor staff, *Development* Contractor staff, and eight (8) to 10 Michigan teachers at the grade level of the students to be assessed and have expertise in the content area of ELA. The range-finding committees will meet for no longer than three (3) days;
o) The *Administration* Contractor must plan on range-finding at the end of January for grades three (3) – eight (8) and the end of June for grade 11 for the embedded field test FI ELA Expressing Ideas prompts;
p) In preparation for range-finding, the *Administration* Contractor must work with MDE staff to identify a selection of schools/districts in order to ensure that papers selected for range-finding represent the full range of student achievement as well as provide exemplar reader-training papers. The *Administration* Contractor must make copies of all range-finding papers needed by the range-finding committee members including the pre-determined scoring rubrics;
q) The *Administration* Contractor must ensure that assessment items, student responses and scoring rubrics remain secure during and after the range-finding session;
r) Range-finding committee members must be trained using anchor papers from previous assessments or previous field tests. In the first year covered by this Contract, this will need to be coordinated with current Contractor(s) for the MI-Access programs; and
s) As the final step in range-finding for the MI-Access assessment the range-finding committees for each grade/assessment combination will reread all papers that have been grouped by the same score point to ensure consistency in applying the scoring guide.

Sample Range-Finding Procedure for a current MI-Access FI ELA Assessments

Timeframe for a Fall Assessment Window
Range-finding for the field-test prompts has typically taken place late January in order to have the data for the MI-Access SRC and CAC data/item reviews that are held in February.

Goals of Range-finding Process

The purpose for range-finding is twofold. One (1) goal is to identify and assign true scores to enough responses to construct prompt-specific training materials for scorers. The second goal is to insure the true scores do not deviate from the announced standards for this assessment. Responses used in training must not shift the scoring lines from one (1) year to the next, creating an unequal playing field for students. These lines must remain consistent through the life of the assessment. New members of the range-finding committees must remember that range-finding is not the place to dispute the criteria, but to select responses that will be effective in training.

Scorepoints/Samples

- Responses for range-finding come from the field test responses to the prompts selected for the operational assessment. As soon as the prompt is selected by the MDE, the Project Manager will request the field test responses and scores. The Scoring Director will select 150 responses. This representative range of papers must include all scorepoints and unusual approaches and responses that are more challenging to score as well as clear, easy to score responses. One (1) of each type of nonscoreable response must be included at the end of the range-finding set.

- Within each score point include a variety of types and approaches. It is not useful to include responses that obviously have not been completed by the field test respondent. Unless it is the only example of a vital type of paper, do not select responses in very faint pencil that will not reproduce well, or papers that are so difficult to read that scorers will not be able to decipher them during training or will not use them as references during scoring. One (1) example of a truly indecipherable or incoherent response will be sufficient for training purposes, providing one (1) can be found.

Copies

- The best possible one (1) sided copy must be made of each selected response. These copies will become the originals for reproducing all training materials. On most copiers, the best results will be obtained by using a manual setting with the darkness adjusted towards the maximum available.

- If any sections of the papers are too faint to read on the copy and will not reproduce well, those sections must be traced on the copy. Tracing must be precise or the result will make the paper even harder to read. It must be done with an extra-fine or ultra-fine tip Sharpie or other black ink pen. Pencil will not improve legibility. The object is only to improve the legibility of the responses.

Presentation of Papers

- Papers must be presented randomly with no attempt to sort by score point. Papers then must be numbered in the lower right hand corner, RF1, RF2, etc. Two (2) page responses must be numbered RF1a, RF1b, and so on. Range-finding sets must be double-sided with each response on a single sheet of paper. A slip sheet will have to be inserted after one (1) page responses. One (1) complete set must be copied and checked for legibility and numbering. Any additional tracing must be done before more copies are made.

- The number of complete sets must include one (1) for each member of the range-finding committee, one (1) for each MDE member, one (1) for each Scoring Director and one (1) set the Scoring Directors can sort into training materials. These copies must be delivered as far in advance of the range-finding date as possible, along with a copy of the prompt, and copies of the most recent scoring guide and/or scoring guides from a similar prompt. (If the most recent guide does not have a similar prompt, i.e., a personal narrative vs. a fictional narrative, a guide that does must be supplied.) During range-finding, the Scoring Director must have previous decision files on hand.

- Range-finding takes place in one (1) of the smaller scoring rooms in the XX PSC or in a hotel room if that space is not available. The MDE prefers that tables be set up in a hollow square. Two (2) of the long scoring tables on each side of the square are usually sufficient, allotting a full table to the MDE lead and to the Scoring Director who will be recording scores. Pens, pencils and small Post-it Notes must be provided at each place. Name cards are not needed unless there are new members of the committee; however, there is a general seating order we try to follow. MDE representatives generally sit to the left of the recorder, and scoring personnel to the right.

Process

- The Scoring Director reviews the population being assessed, scoring rubric, previous years' materials and the prompt. The committee reads and scores the range-finding papers independently. Range-finders must make notes on their papers explaining their decisions or providing other information indicating the usefulness of the paper in training (e.g., a solid two (2), good for the guide; very high two (2), pair with # xx, a low three (3)). Each range-finder is provided with four (4) cards with a 1, 2, 3, or 4 on them.

- Committee scores are recorded on the range-finding matrix by the Scoring Director. The Scoring Director will ask the committee members to show their score card at the same time to indicate how each of them scored the paper. The Scoring Director records each persons score. After scores are recorded the committee discusses the papers. Responses that received identical scores from all committee members need not be discussed unless a committee member requests comment. Scores will be resolved in ascending order, starting with the 1s and the 1 /2 splits, moving on to the 2s and 2/3 splits, then to the 3s and the 3 /4 splits. Papers that cannot be resolved or that are considered not useful for training will be marked Do Not Use (DNU). Upon completion of holistic scoring and discussion, the record will be taken for analytic scores, given to each committee member and discussion completed. Range-finding for the prompt generally takes two (2) days per grade level.

- The Scoring Director puts together recommended guide and set papers. MDE recommendations for guide and set papers must also be noted. Once all scores have been resolved, the MDE representative signs-off on the scores and is given a copy of the matrix. If edits are to be made to any responses to make them more useful in training, these will be noted by the Scoring Directors. These will be made on a new original copy, and the edited versions will be supplied to the MDE representative.

5. Standard Setting

Standard Setting is not expected to be conducted for any of the MI-Access assessment during the term of this Contract.

(H) Hand-scoring

The main tasks of the hand-scoring process are ensuring accurate student response scoring, tracking and monitoring intra-rater and inter-rater reliability, and timely processing for return of student results.

The *Administration* Contractor must provide a mechanism for scoring the FI ELA Expressing Ideas prompt responses of students. Appendix A indicates the number of students to be assessed per grade level. The MI-Access FI ELA Expressing Ideas prompt responses are scored using a four (4) point holistic rubric. Range-finding (detailed above) is part of the process of analyzing the field test results, so such rubrics, with training and validation sets, will be available at the time of actual implementation of these items in MDE assessments. Hence, scoring of constructed-response items can proceed as soon as the answer documents have been scanned and imaged.

The *Administration* Contractor must assure that all scorers do not have proxy to any student information regarding each answer document besides the written response to the item(s).

The *Administration* Contractor must use image-based scoring to ensure that written responses are scored accurately and securely.

The *Administration* Contractor must use college graduates for scoring. Team Leaders and readers must demonstrate their ability to score according to the rubic before they begin scoring live responses. The *Administration* Contractor must collaborate with MDE to determine an acceptable rate of agreement for qualifying team leaders and readers.

The *Administration* Contractor must implement and maintain a quality assurance process for hand-scoring activities. Quality scoring is vital to the success of MDE operations. At a minimum, scorers as a group need to have at least 80% agreement and 90% adjacent agreement.

The *Administration* Contractor must perform the following:

- Random assignment of one (1) reader to each constructed response;

- Random assignment of a second blind reader to a 20% sample of all responses scored by any given reader;

- A mechanism for ensuring a second reading of a difficult-to-score response upon the request of a reader;

- Re-scoring of all responses scored by a reader identified as poor-performing, and elimination of that reader's scores from the data;

- Ensure all hand-scoring activities are provided in an accurate manner;

- Implement and maintain a quality assurance process for hand-scoring activities;

- Locate and establish sites within the State for item scoring. Note, if the *Administration* Contractor uses an electronic rating system for scoring, then physical location in Michigan is not necessary;

- Provide the appropriate hardware and software as necessary for hand-scoring (or e-scoring) operations;

- Score word-processed answer documents that are used as an appropriate accommodation for students;

- Take immediate action following a scoring alert. The alert criteria and steps followed will be provided to the *Administration* Contractor upon award of the Contract;

- Take immediate action following score inquiries and challenges. The score inquiry and challenge criteria will be provided upon award of the Contract;

- Notify, by phone call and by letter, the Superintendent of the school district immediately when readers encounter a possible child-in-danger paper. A photocopy of the student's response must be included with the letter. The letter shall be sent using a courier with a reliable tracking system. A copy of the letter, student's response and courier's name and tracking code shall also be sent to MDE;

- Work with MDE staff to provide a balanced set of student papers to use as released papers for public dissemination. Annotations must be written for these papers with a broader, public audience in mind;

- Provide the MDE with reader production and reliability statistics on a daily basis, including reader training results. The following information is to be updated and faxed daily in an easily readable format approved by MDE:

    - Inter-rater reliability (describe calculation);
    - Percent of papers requiring a third reading;
    - Daily individual reader reports for the first week and weekly reader reports starting the second week;
    - Validity reports on reader scoring;
    - Score distribution across score points; and
    - If the MDE finds questionable scorer reliability indication, the MDE has the right to have the affected papers re-scored.

- Provide scoring data to the MDE as requested relevant to range-finding and constructed response item scoring.

- Provide accurate results on student responses to constructed response assessment items in a timely manner.

The Contractor must establish and detail methods and thresholds for identifying poor-performing readers to be used in all hand-scoring operations, and will finalize those methods and thresholds in coordination with MDE after the Contract is awarded. The *Administration* Contractor must develop and describe the procedures to monitor scorer training, production, and reliability on a daily basis. The *Administration* Contractor must describe hand-scoring standards and how they will be verified.

The *Administration* Contractor must provide MDE with reader production and reliability statistics on a daily basis, including reader training results. The following information is to be faxed or emailed daily:

- Inter-rater reliability (describe calculation);
- Estimates of rater harshness (e.g. FACETS-style analysis of rater effects estimated concurrently with examinee achievement);
- Percent of papers requiring a third reading;

- Daily individual reader reports for the first week and weekly reader reports starting the second week;
- Validity reports on reader scoring; and
- Score distribution across score points.

If MDE finds questionable scorer reliability indication, MDE has the right to have the affected papers re-scored.

The *Administration* Contractor has responsibility to perform the following tasks:

- Recruit retired or current teachers or school administrators as readers. This effort must be documented;
- Establish a procedure to screen scorers to ensure employment of reliable item scorers;
- Hire, pay, train, retrain, and fire scorers (i.e., item readers), as necessary;
- Ensure that all items to be double-read are read by two (2) different staff members. Identify procedures for blind second readings. Third readings are required for non-adjacent scores;
- Scoring packets must be randomized or staggered so that papers from the same school and district are not scored together;
- Establish efficient paper flow procedures; and
- Use predetermined reader comments when scoring the MI-Access writing assessments at grades three (3) – eight (8) to provide additionally enhanced feedback to students and teachers. Similar Reader Comments will be developed and used with the written pieces for the ELA assessments that will be administered.

(I) Student Identification on Documents

MDE will not accept a student-completed grid method for providing student information on any answer document. Most answer documents will either have the students' information preprinted on them, or a label with this information for schools to affix, prior to delivery to the schools (e.g. documents will be Pre-Identified).

Pre-Identification of Answer Documents, in designing the answer document for each assessment the *Administration* Contractor must create a pre-identification (Pre-ID) section on the first page to allow for student information and a method to ensure that if subsequent pages are separated from the first page then they can be easily re-matched (such as a document unique and scanner readable litho code affixed to each page). The information that is necessary to include in the student information section is as follows: UIC (State-issued UIC), Student's Name (last, first and middle initial), district code, school building code, school building name, date of birth, gender, ethnic code, district student number and 10-digit barcode number (printed as a Code 39 barcode and as a legible number under the barcode.) The checksum for the barcode must be based on the Mod 10 method.

The *Administration* Contractor must preprint the student barcode information on the student answer document if the Pre-ID information is provided in time to produce preprinted answer documents. For students who were not Pre-ID by the designated deadline, the *Administration* Contractor must produce labels based on the student demographic information accessed from the OEAA Secure Site database. If the student was Pre-ID but the specific MI-Access assessment population was not designated the *Administration* Contractor must produce three (3) generic barcode labels for each student. FI-ELA will always use labels. For the other assessments, when the preprinted method is used then the *Administration* Contractor must plan to produce both preprinted answer documents student demographic barcode information and labels with student demographic barcode information to ship with the other assessment materials to schools and districts.

Due to the cut-off date needed for schools to submit information to Pre-Identify it is not practical for schools to be able to include all the students that transfer or enroll between this cut-off and the assessment cycle. Therefore, the *Administration* Contractor will need to provide each participating district blank labels as described above and to use with the Barcode Label Web site described in section 1.104.L.10.

(J) MI-Access Hotline

The *Administration* Contractor is responsible for providing a call center to handle phone calls regarding the MI-Access assessments. See section 1.104.E.36 for details.

(K) Released Items

The *Development* Contractor must compile booklets of items that are released from each assessment. These booklets will be in the same format as the operation assessment booklets and shall be made available electronically to the public within one (1) month following the last date of the assessment cycle via an OEAA Web site.

(L) Software, Database, and Web Site Development and Maintenance

This section describes the information technology system development requirements for this Contract. Michigan has a separate State agency, the Michigan Department of Information Technology (DIT), that is responsible for all State-paid information technology activities, including those of MI-Access. Thus, DIT staff will assist MDE staff in monitoring the IT development activities as well as IT implementation activities throughout the life of this Contract.

Contractors are advised that project progress will be closely monitored during the initial development period and the engagement will be terminated if, in the judgment of the CCI, the *Administration* Contractor is not performing adequately.

General IT Development Requirements for All System Modules

Complete requirements definition, design, development, testing, training and implementation deliverables for each system module as defined in the IT Quality Plan in Appendix C. All sign-offs required in the IT Quality Plan must be obtained for each module.

Contractor must facilitate requirement gathering sessions for all IT systems work. If facilitation of requirement gathering sessions are not conducted by the *Administration* Contractor, they must subcontract with a proven IT Contractor to perform the requirement gathering sessions at no additional cost to MDE.

Assure that all project and program quality standards are observed through planning, review and inspection as defined in the IT Quality Plan in Appendix C. State technical and project management standards are referenced in sections 2.051 and 2.052. Contractors must note that a Standard Exception Request has been approved for the use of Microsoft .NET as the development tool for the Contract and Microsoft IIS will be used as the web server. Any proposed changes in the quality plan or standards must be approved at project startup.

All Web sites designed under this Contract by the *Administration* Contractor must have the general look and feel of the official State Web sites, including adherence to the IT standards (sections 2.051 and 2.052).

All system modules must include the ability for a System Administrator to update database reference code tables.

All Web sites must include online help documentation.

Browser Requirements:

For private internet sites which require secured login, software must work with a Web browser that supports HTML 4.0 and later (Example: Internet Explorer 3.02 [and greater] / Netscape Navigator 3.0 [and greater]).

For public accessible internet sites refer to the State's standards at
http://www.michigan.gov/documents/Look_and_Feel_Standards_2003v2_72379_7.0.pdf and
http://www.michigan.gov/documents/Usability_guidelines_2003v1_72381_7.pdf

Platform Requirements:

The Contractor must adhere to the requirements defined in section 1.103 Environment.

The web pages must be operational in both a Windows and Mac environment.

Security Requirements:

The Contractor must adhere to the specifications defined in the security section (section 1.104.N Security Requirements).

Required System Modules:

The following system modules are to be implemented as detailed in this section:

1. Imaging/Scanning System;
2. Scoring System;
3. Reporting System (both paper and electronic);
4. Materials Return Status and Shipment Tracking;
5. Coordinator Data Collection; and
6. Teacher, Student, and Manual Counts Collection.

One important multi-module requirement is that the modules must allow for data from a single student to be tracked from the receipt of materials through processing, scanning, scoring, and reporting.

NOTE that module five (5): Coordinator Data Collection and Module six (6): Teacher, Student. Manual Counts Collection Web sites shall be the property of MDE at the end of the Contract and must be seamlessly transferable to MDE servers and to MDE/DIT maintenance.

MDE existing system modules that will require interfaces with Contractor's systems:

The following system modules are in place at MDE and will require the *Administration* Contractor to develop interfaces that will allow sharing of information and data as efficiently as possible.

7. Security *Administration* System;
8. Pre-ID hosting Web site;
9. Demographic file hosting Web site;
10. Student barcode labeling Web site; and
11. Electronic report hosting Web site.

1. Implement Imaging/Scanning System

Verification that the imaging/scanning system is operational must be done by October 1, 2008.

The *Administration* Contractor must implement the system to scan all answer documents (including answer folders and all student identification documents (including pre-printed answer folders, and bar-coded adhesive labels). This scanning/imaging process is performed both for record-keeping purposes and to facilitate the hand-scoring of constructed response items.

The *Administration* Contractor will utilize PNCS 5000i equipment, through Picture Perfect technology, as the scanning solution for this Contract.

The system implemented by the *Administration* Contractor must be capable of indexing all image documents in a manner that allows for all of a single student's images to be accessed as a unit. The demographic data from the assessment document (barcode, lithocode) is also included in the record as an identifier of the student and index information to the stored TIFF image. MDE would prefer an image of the entire document (not image clips) and would also prefer images of the documents that are not template created.

The *Administration* Contractor must provide a method of transferring high-definition images with an image index to MDE within two (2) weeks of scanning for hosting on MDE servers. The Contractor image indexing process will include FTP and/or VPN connection, as well as hard drive delivery.

Technical Requirements:

- Adhere to all security requirements; and
- The quality of the scan must be at least 240 dpi with a 256-level gray-scale (8 bits per pixel).

2. Implement Scoring System

Verification that the scoring system is operational must be done by October 1, 2008.
This system applies to translation of demographic and selected response responses only, except for the combination of hand-scored responses with machine-scorable responses for purposes of creating a scaled score and determining a performance level. The scoring of constructed responses is addressed in sections 1.104.H.

The Contractor must demonstrate that their scanners are capable of distinguishing between actual student marks and stray marks or distortions caused by dust, dirt, and misaligned answer sheets. In addition, the State requires 100% verification of double marks, blank answers, and assessments where only an item or two (2) are responded to. The *Administration* Contractor must use computer-based routines or human-editing stations to assure that the MDE assessment data files are 100% clean and accurate.

Documents are to be scanned on equipment that is capable of Optical Mark Reading (OMR) of pencil marks and producing a hex level read output of the darkness of the mark. The 0 value of the mark must be equivalent to paper and the F value of the mark is the highest (darkest) level. These data are required as well as the student's selected intended mark (the darkest mark) in a string, the raw score for a mark in an item and a TIFF image of the form.

The scoring system must incorporate translation of the pre-printed or bar code demographic information, and all multiple-choice answers. The system must be capable of translating images of item responses to designations of the answer option chosen (e.g. 1, 2, 3 or A, B, C). The system must also be capable of translating answer options to a score for each item (e.g. 0 /1). The system must also be capable of updating records by adding scores from the constructed-response items after they are hand-scored.

All items must be scored accurately, efficiently, and reliably. All exam information must be made available both to the MDE CCI and to the independent evaluator for analysis and evaluation. Efficient, timely, and accurate scoring of performance items within the statutory timeline will require extraordinary effort on the part of the *Administration* Contractor. The critical nature of MDE assessments requires that the highest standard of quality assurance be applied to all phases of scoring and analysis.

Although a batch processing system may be used, the MDE student data system is transaction based. Each student is an individual. Thus, weekly data files of all records scanned and the corresponding document TIFF images are required via a secure FTP site - daily work is preferred. Although TIFF images that closely mirror the originals (including background) is preferred, MDE recognizes that many Contractors use a dropout process in scanning. Therefore, scanned images that create the data (non-dropped out) with a template-produced background is acceptable. The Contractor must make a best effort to ensure that the overlaying process is not conducted in such a manner to render the image unreadable to a human during a review audit process.

The State requires that the transfer file is provided (specified in Appendix D – File Formats) that includes the hex read level (O-F) values of all bubbles read, the Contractor scanner's interpretation of the darkest mark, the raw score against the score key, the demographics (ID bar-code) and the TIFF images of the document.

At all phases of production related to assessment materials and scanning student answer documents, data files must be created from the results. The *Administration* Contractor must share assessment plans and results with the State for review and approval. The State has the option of adding assessment scenarios to determine if omissions are present.

The Administration Contractor must ensure that quality control measures for the development of materials, scoring and handling of all items including, but not limited to, verification of the scoring program, editing and resolution procedures for questionable answer documents (e.g., with multiple marks, poor erasures, or incomplete data), and combining and aggregating multiple-choice response scores with constructed response scores at the school, district, county, and State levels is implemented and followed.

Translation of item scores to scale scores will be conducted using IRT, and at that point, the system must be capable of producing performance levels based on cut scores. The scale scores must be calculated using both machine-scored item responses and hand-scored item responses using a simultaneous IRT scaling procedure.

The scoring system must also allow for corrections to be made to data during/after an appeals/corrections window after the initial district "go-live" date. The appeals/corrections window is handled on a State-owned Web site, and is not the responsibility of the *Administration* Contractor. The *Administration* Contractor must be capable, however, of receiving files of corrections from MDE and updating student data.

3. Implement Reporting System (both paper and electronic)

Verification that the reporting system is operational must be done by October 1, 2008.

The *Administration* Contractor must implement a reporting system that permits reports to be produced electronically (PDF format) and in paper. All electronic PDF reports will be provided to MDE with a file naming convention similar to "19-ABCD-00000-00000-00000-AL-NP.pdf". The first two (2) digits are the test cycle code; the next four (4) letters are the specific report code; the next three (3) sets of five (5) numbers are the ISD, District and school codes; then grade level; and finally non-public or public designation. MDE will then load these reports into the OEAA system to be accessed via the OEAA Secure Site where schools will be given the option of having the reports printed for them.

Electronic versions of reports will be provided for all schools. But MDE will allow the schools the option of having the reports printed for them during the Pre-Identification process. Along with the Pre-Identification data MDE will provide the *Administration* Contractor a listing of which schools will require reports to be printed for them.

MDE will provide design layouts for each report upon Contract award. The following is a general description of each report:

a. MI-Access Handbook – How to Understand, Interpret, and Use MI-Access Results

The *Professional Development/Communication/Accommodations* Contractor must prepare/update (write, format, edit and proof) the MI-Access Handbook – How to Understand, Interpret, and Use MI-Access results. The *Administration* Contractor is responsible for providing high resolution sample reports to the *Professional Development/Communication/Accommodations* Contractor and for the printing and dissemination of the Handbook. The *Administration* Contractor must coordinate dates for the production of the camera-ready Handbook so they can be posted on the MI-Access Web page. The Handbook provides sample of the various reports along with descriptions of how users can better understand and use those reports.

b. Implement Student Score Data Files

The student score database will allow for the production of files to be distributed both to MDE and to individual districts via a secure Web site. Individual districts must be able to access only their students' data. The two (2) different types of files include a row of data for each student in the following general formats:

- Student Data file format (with all information scanned from the answer documents, including barcode, demographics, item response strings [for selected response items]; item score strings [for all items]; raw scores for each sub-content area (e.g. strands and/or GLCEs); and total raw scores, scale scores and performance levels for each content area. All erasure data (e.g. option darkness, option selected, option erased, and option not selected) shall be included in the student data file format;
- Student Data File – File format with student level data with scale score and (mini-) performance level from the previous cycle linked to current cycles;
- Aggregate Data File – File showing counts and averages at the building, district, ISD, and State levels for multiple reporting subgroups;
- Longitudinal Aggregate Data File – File showing counts and averages at the building, district, ISD, and State levels for multiple reporting subgroups across test cycles; and
- Item analysis file – File showing statistics in the aggregate for all items.

Note that ***all*** data captured on student-level or aggregate reports must also be captured in the data files.

These files must be available both for individual districts and for the State as a whole. For the State level files, the files must be available for both public and non-public students (if any non-pubic student are assessed). Final file specifications will be determined jointly by MDE and the *Administration* Contractor, with MDE having final approval rights. *Updates to files must be completed on entire files, NOT with addenda to previous files*. The most current version of data files must be available on the reporting Web site described below.

Processing Reports

The reporting systems will be setup so that as all district's results are made available at the same time following the demographic update they will not be reported "on the fly" – that is, without waiting for any other district to be received. Each of the reports will be made available in electronic format (static or dynamic Adobe Acrobat PDF) and will be printed by the *Administration* Contractor for distribution to school districts. The on-line and printed forms must be easy to read and attractive. The student score files listed above must be downloadable from the reporting Web site.

Electronic versions of reports will be provided for all schools. The *Administration* Contractor must print and distribute reports via a means that will track whether the materials have been received, and if so, by whom. This means that the U.S. Postal Service may not be used. Private trucking companies or shippers such as UPS or Federal Express (Air or Ground) may be used, so long as they can track when, where, and by whom each shipment was received.

Statewide reporting will occur when all school districts' materials are received. Statewide results will be made available electronically and in print after all district results have been prepared.

As mentioned above, the *Administration* Contractor must demonstrate the reporting systems no later than October 1 of each year. This demonstration will include the production – on-line viewing, printing and downloading – of the reports for a test-deck of mock student responses, where the test deck has been submitted to the entire scanning, scoring, and reporting process. At least four (4) MDE staff will travel to the location of the *Administration* Contractor to evaluate the test deck procedures, with all travel expenses paid by the *Administration* Contractor as indicated in section 1.104.G. MDE and contracted staff will review the mock reports with staff from the *Administration* Contractor to determine any areas on which corrections are needed. This reporting system will need to be ready for production use by October 1 of each year. See Appendix H for Test Deck and Customer Acceptance Specifications.

NOTE that all test decks must be designed from specifications developed primarily by the *Administration* Contactor, but approved solely by MDE to include all potentially problematic scenarios found on answer documents which may cause problems for the scoring system.

The test deck shall undergo the entire Customer Acceptance Process from bubbling in the answer documents through processing, scanning, scoring, rolling into a data file, and mock reporting at the individual student, school, and district level. At least one (1) small district with at least two (2) schools having at least two (2) class groups in one (1) of the grades shall be included in the test deck for each subject.

The file for creating mock reports will be augmented with additional scenarios to minimize the amount of answer sheet bubbling for the test deck. These additional scenarios would represent potentially problematic situations that would not arise from the act of filling out answer documents but from other issues that may cause problems for reporting (e.g. the form numbers being correctly reported with accurate raw score data, etc.).

Technical Requirements:

Contractor must generate all reports on the Contractor report server so that the OEAA Secure Site can access all reports based on the report naming conventions indicated at the beginning of section 1.104.L.3.

Current response time for report retrieval on a T1 connection is less than two (2) seconds. Retrieval times longer than five (5) seconds will not be acceptable.

The *Administration* Contractor must use the final student results to develop the reports described above. This means that as each district is completed, the Coordinator will be notified that the district's results (from the student level to the district summaries) are available on the secure Web site for downloading and printing. The OEAA Secure Site will be used from the time that the first district is posted until all districts have received their results and the results have been reported publicly. At that point, the school and district results will be transferred for hosting on State report servers.

Once the "go live" time for release of State results has been reached, the file of State, district, and school results will be made available to the media and other members of the public. The shipment of printed reports must be timed to occur immediately following the electronic release of results to the public.

The systems solution must have the capability to facilitate display, via the OEAA Secure Site, of *longitudinal data* beginning with the first cycle of testing processed by the system (defined as linking results from the previous year to the current year for individual students, and as presenting on aggregate reports the baseline year [currently 2005, but the baseline year may change if new standards are set], the current year, and the previous three (3) years).

The *Administration* Contractor's system must make use of the Unique Identification Code (UIC) as the longitudinal linking attribute in any systems solution presented. All data included in the research and scored files must be included in the longitudinal component of the database.

The student score database solution must include the capacity to update data from an appeals/corrections window after the initial district "go-live" date. The appeals/corrections window is handled on a State-owned Web site, and is not the responsibility of the *Administration* Contractor. The *Administration* Contractor must be capable, however, of receiving files of corrections from MDE and updating student data.

4. Implement Materials Return Status and Shipment Tracking

The *Administration* Contractor must provide a pre-paid means for each school district (and/or individual school buildings) to return their assessment materials for scoring. This will, at a minimum, include: sturdy boxes for the safe return of assessment booklets and answer documents, shipping labels to attach to each box) that indicate the Contractor's shipping address, as well as the district name and code number, and the shipper's tracking number. The *Administration* Contractor must have a system to indicate that the shipments have been entered into the shipper's system (e.g., UPS) which is capable of being updated as materials are received (noting discrepant shipments) and logged in.

The *Administration* Contractor must also use the web-based system to log in all materials received within 24 hours of receipt, and will be prepared for scanning within 72 hours of receipt. The status of each district must be readily discernable, ideally from a web-based application that the MDE (and the *Administration* Contractor's Call Center) can readily access, and that each Coordinator can consult (for their district only). This will permit MDE staff to track district shipments (thus permitting MDE and *Administration* Contractor staff to contact schools not received by the end of this period), as well as verifying that materials have been received from each school district. The database underlying this web-based application must be updated at least daily, so that staff can quickly ascertain the status of each district's shipment of answer sheets.

This module will be accessed via the OEAA Secure Site so that system users need only maintain one (1) id and password to access all system functionality via the OEAA Secure Site.

Technical Requirements

- Adhere to all security requirements; and
- Navigation to and selection status must include hierarchical listings based on ISD, District, and School.

5. Implement Coordinator Data Collection Web site

The *Administration* Contractor must also provide a web-based system to allow Coordinators access to their contact information to update at anytime throughout the year. This *Administration* Contractor system will be accessed via the OEAA Secure Site.

This module will be accessed via the OEAA Secure Site so that system users need only maintain one (1) id and password to access all system functionality via the OEAA Secure Site.

This module will become the property of the MDE at the termination of the Contract, and must be designed and implemented in such a way that it can be seamlessly transitioned to MDE servers and MDE/DIT maintenance with minimal design, cost, and training of MDE/DIT maintenance staff.

Technical Requirements

- Adhere to all security requirements; and
- Navigation to and selection status must include hierarchical listings based on ISD, District, and School.

6. Implement Teacher, Student, and Manual Counts Collection

The *Administration* Contractor must provide a means for the district to indicate to the *Administration* Contractor the quantities of each type of all assessment materials (also known as enrollment or student counts) that are needed for each assessment cycle. The *Administration* Contractor must have a system to indicate that the shipments have been entered into the shipper's system (e.g., UPS) which is capable of being updated as materials are received (noting discrepant shipments) and logged in. See 4) Develop Materials Return Status and Shipment Tracking Web site above for more details regarding the shipment tracking and status functionality that must exist for the end user.
This module will be accessed via the OEAA Secure Site so that system users need only maintain one (1) id and password to access all system functionality via the OEAA Secure Site.

Technical Requirements

- Adhere to all security requirements; and
- Navigation to and selection status must include hierarchical listings based on ISD, District, and School.

MDE Modules which require interface with *Administration* Contractor's Systems:

7. Security *Administration* System

MDE will maintain the id's and passwords for users of the OEAA Secure Site. The district and school users must have only one (1) login and password for all the system updates that will be required of them throughout the assessment cycle.

8. Pre-ID hosting Web site

MDE will provide database views for the Contractor to use via VPN connection in order to access student demographic information in the OEAA Secure Site Database. This Web site allows entry of students for assessment purposes which allows each student to have a barcode created which uniquely identifies the students at a building for each assessment cycle.

9. Demographic file hosting Web site

OEAA Secure Site allows entry of student demographics for demographic update within the OEAA Secure Site database and barcode creation purposes.

10. Student Barcode labeling Web site

OEAA Secure Site provides a web-based capability for student barcode label printing to be performed at the local districts and schools.

11. Electronic report hosting Web site

OEAA Secure Site provides a web-based capability for access of all electronic PDF reports from the OEAA Secure Site database.

NOTE that any *Administration* Contractor modules that interface with the MDE report hosting Web site must NOT cause bandwidth and/or capacity failures with heavy loads on the MDE report hosting Web site.

(M) Packing and Distribution of Materials

Because of the various organizational structures between the various public school districts (district), districts will have the materials shipped to the district; or they will have them shipped directly to the schools. Materials shipped directly to the schools is currently only done for Detroit Public Schools (DPS), but other large districts can be offered the same option by the *Administration* Contractor. Also, in order to have the best student information for producing pre-printed student answer documents or Pre-ID labels the *Administration* Contractor must plan on a second shipment with pre-printed scan documents and Pre-ID labels. The second shipment must arrive in districts in sufficient time prior to the assessment window beginning.

1. Develop Packaging Lists

The *Administration* Contractor must use the updated Pre-ID file (see section 1.104.K), particularly the number of students enrolled in each school and the assessments designated for each student to build a packaging list of the materials to be sent to each school and to each district. The District MI-Access Coordinator shipping information will be obtained from the MI-Access Online System by the *Administration* Contractor. The MI-Access Online System will also provide summary figures of the numbers of teacher, student, and manual counts in each school, at each grade, and within each district.

2. Communication

The District MI-Access Coordinators will be sent the MI-Access assessment materials, but they will be packaged by school. However, the *Administration* Contractor must work directly with DPS to determine their shipment needs. Currently, the MI-Access assessment materials are shipped directly to their schools with some materials shipped directly to the DPS District MI-Access Coordinator. The Contractor must provide their specific packing recommendations and why they are appropriate for MI-Access.

The information obtained from the MI-Access Online System will be used by the *Administration* Contractor to build packaging lists for materials shipment. Each school is to receive a 10% overage or at least one (1) of each assessment the district ordered.

3. Package Assessment Materials

The materials for each building must be packaged separately to be distributed to District MI-Access Coordinators at the designated shipping address, which may be different than the mailing address. Due to the fact that there are multiple forms for each population and grade level/span the *Administration* Contractor must develop a plan for ensuring there is sufficient coverage across the State for all of the forms.

4. Ship Assessment Materials

The materials must be sent via a means that will track whether the materials have been received, and if so, by whom. This means that the U.S. Postal Service may not be used. Private trucking companies or shippers such as UPS or Federal Express (Air or Ground) may be used, so long as they can track when, where, and by whom each shipment was received.

5. Distribute Assessment Materials to Schools

The Assessment Coordinator must distribute the assessment materials to each school about two (2) weeks prior to assessment and before the MI-Access Webcast. Before doing so, the *Administration* Contractor must ask each District MI-Access Coordinator to inventory the materials sent, making sure that there are adequate numbers of assessment booklets, answer sheets, Coordinator and Assessment Administrator Manuals, and other assessment materials, so that any shortages can be filled by the *Administration* Contractor prior to the start of assessment in the district. Assessment Coordinators will be asked to use the MI-Access Online System to order additional materials. However, if the materials received do not match the packing slips the District MI-Access Coordinator will need to directly contact the MI-Access Hotline so the discrepancy can be resolved prior to the assessment window starting.

District MI-Access Coordinators will also call or email the MI-Access Hotline if they have any questions about the assessment administration process. These calls must be answered by the MI-Access Hotline staff, or if they cannot answer the questions, referred to MDE staff for a timely response.

6. Return of Assessment Materials from Schools to the *Administration* Contractor

The *Administration* Contractor must provide a pre-paid means for each district to return their assessment materials for scoring. This will, at a minimum, include: sturdy boxes for the safe return of assessment booklets, answer documents, accommodated assessments (audio, Braille, enlarged print, scripts, etc.) and shipping labels to attach to each box that indicate the *Administration* Contractor's shipping address, as well as the district name and code number, and the shipper's tracking number. The *Administration* Contractor must also provide a means for the district to indicate to the *Administration* Contractor the quantities of each type of assessment materials that are being shipped. The *Administration* Contractor must have a system to indicate that the shipments have been entered into the shipper's system (e.g., UPS) which is capable of being updated as materials are received (noting discrepant shipments) and logged in.

See section 1.104.L, part 10 for technical specifications of the Materials Return Status Web site.

7. Processing Assessment Materials Returned by Schools

The *Administration* Contractor must have a system in place so that all materials received will be logged in within 24 hours of receipt, and will be prepared for scanning with 72 hours of receipt. The status of each district must be readily discernable, ideally from a web-based application that the MDE (and the *Administration* Contractor's Call Center) can readily access, and that each Assessment Coordinator can consult (for their district only). This will permit MDE staff to track district shipments (thus permitting MDE and *Administration* Contractor staff to contact schools whose materials are not received by the end of this period), as well as verifying that materials have been received from each school district. The database underlying this web-based application must be updated at least daily, so that staff can quickly ascertain the status of each district's shipment of answer sheets.

8. Scanning Student Answer Documents and Identifying Materials

All student responses on answer documents (machine-scorable assessment booklets or the machine-scannable answer sheets) will be imaged for record-keeping purposes, as well as to facilitate the hand-scoring of student responses to constructed-response items. Therefore, all student identification documents must also be imaged as specified in section 1.104.L.

9. Image Storage and Retrieval

Because MDE desires to eliminate the need for paper storage, the *Administration* Contractor must provide storage of images of all answer folders (and scannable test booklets), as described in section 1.104.L.

(N) Security Requirement

Ensuring security is of paramount importance in establishing and maintaining the highest possible standards of technical quality, perceived fairness, integrity, and public confidence of the critical MDE assessments. It is the responsibility of the *Administration* Contractor to identify a system that ensures that documentation and all assessment items, assessment materials, electronic files, and data are developed, used, and maintained in a secure manner, protecting the confidentiality of all materials, records, and files. It is required that the *Administration* Contractor obtain a third-party certification annually regarding the level of security practiced by the Contractor and based on the COBIT framework which may include the following:

- IS Risk Assessment;
- Digital Signatures;
- Intrusion Detection;
- Viruses and other Malicious Logic;
- Control Risk Self-Assessment;
- Firewalls;
- Irregularities and Illegal Acts; and
- Security Assessment (penetration testing and vulnerability analysis).

All data and document handling under this Contract is highly sensitive. All electronic transfer of data needs to be encrypted with a minimum of 128 bit encryption including Contractor to State, State to Contractor, and Contractor to Contractor as required by this Contract.

The *Administration* Contractor must include various means to assure that only the appropriate personnel with direct responsibilities for item development and review, assessment development and construction, and assessment *Administration* have access to assessment materials.

Security procedures must be employed for:

- transfer of items to and from the *Development* Contractor;
- item review;
- item field tests;
- assessment review and public access;
- assessment *Administration*, including the delivery and collection of materials to, at, and from school sites;
- document processing, handling, and storage, recovery; and
- all other circumstances in which security of assessments and assessment materials is required.

State's Security Guidelines
All Contractor personnel must comply with State's Security Guidelines published on http://www.michigan.gov/dit/0,1607,7-139-30639_30655---,00.html. For example, 1310.02 Information Processing Security; 1460.00 Acceptable Use Agreements; etc.

Contractor's staff assigned to the project will also be expected to:

- sign non-disclosure agreements;
- sign acceptable use and security agreements; and
- submit to background checks.

Electronic Document Management Site

This site shall be used to securely transfer and maintain electronic documents and files related to the MI-Access assessments. Security to this site must only allow access to key *Administration* Contractor and MDE staff. The MDE CCI reserves the right to have any individual and their UIC removed. Periodic or upon request basis, the MDE CCI shall be provided a complete listing of all UIC along with their user names that have access to this site – with a minimum of once before any files or documents are posted plus once per year thereafter. No more than one (1) individual shall be assigned to each UIC. Each UIC shall be passcode restricted.

Refusal or reluctance to provide a complete listing of the UICs along with their user names shall be considered a breach of security.

Acceptable Use Policy and Security Agreement

All Contractor personnel must comply with the State's acceptable use policies for State IT equipment and resources. Furthermore, Contractor personnel must sign an annual State Contractor Security Agreement before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

Background Checks

The Contractor is required to provide a listing, and authorize the investigation, of all its personnel proposed to have access to State facilities, systems, or student sensitive data. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations may include Michigan State Police Background checks, Internet Criminal History Access Tool (ICHAT), as well as the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check.

Security Documentation

1. The Contractor's security processes and controls must meet Control Objectives for Information Technology (COBIT) framework standards.

2. All data and document handling under this Contract is highly sensitive. All electronic transfer of data needs to be encrypted with a minimum of 128 bit encryption. The Contractor must provide capability to authenticate to a common Lightweight Directory Access Protocol (LDAP) solution. The solution must interface with State's technical environment defined in section 1.103.

3. The Contractor must have a security plan for all secure materials including, but not limited to, items, assessment specifications, and assessment forms. The numbers of booklets sent to a school or LEA is recorded and based on previous use, as well as, numbers of students registered for an assessment through the State's pre-identification process. All answer documents are numbered, using best practices for electronic tracking of assessment materials. Security measures must be documented for all aspects of item development, item reviews, and assessment administrations. This documentation must be provided to the MDE as part of the monthly progress reports and summarized in the Technical Report, section II-D 2.0.

4. The Contractor must have provisions for security that address various avenues for security breaches, including deliberate attempts, electronic access to information, and accidental breaches and how each instance would be investigated. Investigations conducted by the *Administration* Contractor must be summarized and outcomes reported in writing and by email to the MDE CCI within five (5) working days of a security breach being uncovered.

(O) Quality Control

The *Administration* Contractor ensure that all assessment materials are accurately, efficiently, and reliably developed, produced, and scored. The *Administration* Contractor must provide the facilities, personnel, equipment, processes, procedures, and safeguards necessary to ensure that all materials including answer documents, assessment booklets, *Administration* materials, and ancillary materials are handled securely. At the request of the CCI, the *Administration* Contractor must demonstrate and provide evidence that the quality control procedures are being followed.

1. Description of the Initial Process

Interface with the MDE staff in identifying the appropriate students to be tested. As an effort to increase accuracy, data is collected four (4) – six (6) weeks prior to assessment for barcode printing on answer folders using a xerographic printing process.

2. Quality Scoring

Quality scoring is vital to the success of the MI-Access operations. The *Administration* Contractor must ensure that the following Quality Control Procedures are in place and completed:

Quality Control Procedures for Development and Production of Nonscannable Test Materials
- content and layout must be reviewed during the development phase;
- thorough proofreading must be conducted prior to printing; and
- proper collation and assembly of final products must occur.

Quality Control Procedures for Materials Handling

- accuracy of shipping control and security forms algorithms, content, and layout must be verified;
- developed procedures for materials collation, assembly, and packaging/distribution/collection must be followed;
- carrier performance must be spot checked;
- date stamping and package counts control must be instituted;
- correct separation by required unit breakdown;
- receipt log entries must be accurate (e.g., date, counts, condition of documents);
- counts and header sheet must be verified; and
- batch log entries must be completed in preparation for processing.

Quality Control Procedures for Receipt and Check-In

- random quality control checks must be completed at each processing phase;
- final audit checks must be completed after processing is complete, including a 100% review of all associated documentation for each phase of processing.

Quality Control Procedures for Scoring and Reporting

- assessment scanning system must be checked before any documents are scanned to verity the accuracy of the scanned score data;
- comparison of the scanned data to valid district codes, school codes, and student information, including pre-code data must be completed;
- total number of answer documents captured during scanning matches the quantity identified at check-in must be verified;
- answer documents not containing student demographic data and/or multiple-choice responses must be identified in a validation report and pulled and inspected to confirm that the answer document is blank.

3. Building in Quality Control Checks

At all phases of production related to assessment materials and scanning student answer documents, data files must be created from the results. The *Administration* Contractor must share assessment plans and results with the State for review and approval. The State has the option of adding assessment scenarios to determine if omissions are present.

The Administration Contractor must ensure that quality control measures for the development of materials, scoring and handling of all items including, but not limited to, verification of the scoring program, editing and resolution procedures for questionable answer documents (e.g., with multiple marks, poor erasures, or incomplete data), and combining and aggregating multiple-choice response scores with constructed response scores at the school, district, county, and State levels is implemented and followed.

4. Verifying

Data processing and programs must be monitored to ensure accuracy. The Contractor must ensure that during the handling of assessment answer documents that all assessment results are correctly attributed to the students, schools, districts, counties, and/or subgroups for which aggregate assessment results are obtained. Special attention must be given to procedures for the handling of multiple answer documents for a single student.

5. Independent Psychometric Quality Assurance Review

An independent subcontractor shall be engaged to review and assure that all psychometric procedures have been carried out accurately. The subcontractor shall be paid by the *Administration* Contractor, but shall be independent in all analyses and recommendations. The psychometric quality assurance services provider(s) shall set its own prices independently with the *Administration* Contractor being allowed a modest set percentage markup to that amount. No other costs shall depend upon or influence the quality assurance sub-contracting. The *Administration* Contractor must provide all the same data to the independent quality assurance subcontractor at the same time as to its own psychometrics unit; must provide all necessary software, settings, and documentation to the subcontractor; and must provide the results of its own psychometric analyses for verification by the quality assurance subcontractor. No psychometric procedures, software, software settings, or documentation shall be considered out of bounds for use by the psychometric quality assurance Contractor, but security and confidentiality agreements may be required to protect intellectual property.

The *Administration* Contractor shall be prohibited from pressuring quality assurance subcontractors to produce evaluations to the advantage of the Contractor.

The quality assurance subcontractor shall write an independent chapter of the technical report reporting on the performance of the *Administration* Contractor and recommendations for improvement upon psychometric processes.

6. Technical Reports on Operational *Administration*s and Field Testing

The *Administration* Contractor must produce a Contract Report annually for MI-Access. Further details on the outline and content of the Contract report are in section 1.104.R.

(P) RESERVED

(Q) Independent Evaluation

Evaluation of the MI-Access is supported by a TAC that will independently monitor all assessment development and implementation processes, including information gathered in field assessment and review of item development. The TAC may also make recommendations for revisions in design, administration, scoring, processing, or use in the examination. Part of the work of this committee is to, in conjunction with MDE staff and the representatives from the Contractor, create an annual school survey regarding various aspects of the assessment administration process.

The *Administration* Contractor has responsibility, as a part of the Contract, to answer questions and provide documentation requested by the TAC, and to attend TAC meetings when the agenda addresses topics that require their attendance. See sections 1.104.G for the Contractor responsibilities for TAC meetings**.**

There shall also be an independent psychometric quality assurance Contractor engaged as described in part 5) of section 1.104.O-Quality Control.

(R) Contract Reports

The Contract Report encompasses the entire Contract, with updates to the technical report for each cycle. The format of the reports will be collaboratively developed by the Contractor and the MDE with final sign off by the CCI. Copies of the current MI-Access Technical Reports can be downloaded from the MI-Access Web page at www.mi.gov/mi-access in the P/SI category and the FI category.

(S) On-Site Assistants

On-site assistants are individuals selected and instructed by MDE to assist staff in addressing and completing MI-Access related activities. These assistants may either be subcontracted or employed by the *Administration* Contractor. But these resources may not be used in the calculation of the resources needed to meet the deliverables and timelines required by the other sections of this Contract. Any and all assistants will be intermittently assigned a significant amount of work to be completed in a short period of time. At the sole discretion of the MDE CCI each assistant may or may not be used during the timeframe of this Contract. Written approval from the MDE CCI to the *Administration* Contractor must be given for each assistant prior to beginning work on any assignment.

(T) Communications with MDE

All requests by key MDE staff for information must be fulfilled by the Contractor in a timely manner. Requests for information about the internal operational details, schedule status, risks, issues, and details of IT processes shall be fulfilled as soon as possible by the Contractor. Such information must provide MDE sufficient detail to fully understand the operations and issues.

The *Administration* Contractor shall provide the CCI any communications equipment (i.e. PDA or BlackBerry) necessary to expedite issue resolutions.

Any information regarding proprietary processes or procedures shall be only used by MDE staff for understanding and resolving issues and risks.

(U) Contractor Staffing Requirement

At no time shall the *Administration* Contractor indicate that tasks cannot be performed because sufficient staffing and resources are not available. It shall be assumed that the Contractor has or will obtain sufficient staffing and resources to perform all of the tasks within the established timelines of this Contract.

In the event that there are insufficient staffing and/or resources, the *Administration* Contractor shall obtain external or additional internal staffing and/or resources to perform the tasks as described in this Contract.

(V) MDE Access to MI-Access Contractor's Primary Project Manager(s)

MDE shall have direct access to the Contractor's and its subcontractors' primary Project Manager(s) assigned to the various MDE assessments. Direct access shall be available from 8:00 AM until 5:00 PM EST/EDT, Monday through Friday, throughout the duration of this Contract. Additional hours of direct access shall be available, as appropriate, to current tasks (e.g. printing may occur over the weekend and at nights, Web sites may go down outside office hours). Contractor's primary Project Managers shall be obligated to recognize MDE callers by caller ID and answer the phone immediately, or to assure that all calls are returned by an appropriate party who can address the issue within one (1) hour.

When the Contractors' (or its subcontractors') primary Project Manager(s) are sporadically unavailable (e.g. vacation, illness, travel), MDE shall have the same access to a designated proxy who is generally up to speed on current issues and who shall respond as described above.

1.2 Roles and Responsibilities

1.201 Contractor Staff, Roles and Responsibilities

The Contractor staff, assigned to the MDE account should be those that best meet MDE's needs. The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State. If the Contractor needs to request adding additional Key Personnel to the Contract they must submit completed Key Personnel Resume Forms (Appendix F) for MDE review and approval.

Questar Assessment Key Personnel

Linda Straley – Senior Vice President

Responsibilities:

- Senior Executive Management oversight of MI-Access program.

Mike Woods – Vice President of Management Information Services (MIS)

Responsibilities:

- Direct all systems design and programming efforts related to MI-Access test administration, operations, and reporting.
- Oversight of Questar's IS/IT staff to ensure the completion of tasks associated with data identification, receipt control, scanning and editing, multiple-choice scoring, programming for reader quality control reports, development of all computer programs for materials handling, and processing and reporting functions.
- Ensure that files are provided to the Psychometrics and research staff for technical analysis and equating/scaling in a timely manner.

Jiarui (Jerry) Wang – Director of Software Development

Responsibilities:

- Constructing specialized software in response to OEAA's specifications.
- Provide direction to the programming staff members who will set up the specialized software features and functions.
- Internal and external development support for scoring and reporting software, item development integration with test construction, annual enhancements to Questar's proprietary software, and the in-house order-fulfillment and customer-management programs.

Alison Place – Program Manager

Responsibilities:

- Monitoring program schedules, budgets, and quality of deliverables.
- Managing program responsibilities and coordinating with the Development team, administration, logistical, and operational activities (enrollment verification process, maintenance of district/school data base [i.e., testing site information], printing, distribution, collection, processing/scanning, scoring, and reporting).
- Coordinating products and timelines with OEAA and other designated Contractors.
- Developing and monitoring program schedules in coordination with production, operational, scoring, and Psychometric staff.
- Reviewing all manuals in coordination with OEAA and our internal Materials Production staff.
- Assisting OEAA in the design of scannable answer documents.
- Reviewing all MI-Access materials.
- Coordinating and monitoring the quality of materials with Materials Production staff.
- Providing Michigan schools with additional customer service and technical support (e.g., responding to questions, addressing special requests, and addressing the specific requirements of large districts such as the Detroit City Schools).
- Keeping appropriate and thorough program records for inclusion in management summary reports, open action item reports, and meeting minutes.
- Preparing the final project report with other team members.
- Coordinating, arranging, attending, and writing minutes for management and planning meetings and conference calls with OEAA and our internal staff.

Justine Herman – Project Manager

Responsibilities:

- Work with Alison Place to complete the responsibilities listed above.
- Provide complete backup to Alison Place for communications with OEAA.
- Assist with the development of the project and communication plans.
- Produce status reports.
- Conduct internal team meetings.

Stephanie Pfahlert – Program Management Assistant

Responsibilities:

- Supply administrative support to the program management group.

Carol Morrison – Call Center Manager

Responsibilities:

- Oversight of call center operations.
- Making presentations about the MI-Access Online System at the MI-Access conferences.
- Manage communication with District MI-Access Coordinators.
- Assist Coordinators on a daily basis with issues pertaining to all aspects of the MI-Access mechanics and administration.
- Assist Coordinators in the use of the MI-Access Online System used to store district contact information and to order all assessment materials.

Dr. Jeff Slinde – Vice President and Lead Psychometrician

Responsibilities:

- Lead Psychometrician for all psychometric activities required for the MI-Access program.
- Interface with the independent subcontractor conducting the psychometric quality assurance review.

Dr. Michael Rodriguez – Psychometrician (University of Minnesota)

Responsibilities:

- Provide all aspects of the psychometric analysis work including item calibration with the Rasch PCM, classical item analysis, differential item functioning (DIF), decision consistency and accuracy, equating and scaling, reliability, validity, and standard setting.

Jaime Dumser – Senior Data / Statistical Analyst

Responsibilities:

- Data analysis and quality assurance activities under the direction of the Lead Psychometrician.

Xin (Boon) Chen – Systems Analyst

Responsibilities:

- Development of all databases and scoring and reporting systems.

Ping Ye – Senior Systems Analyst

Responsibilities:

- Development of software related to materials distribution, reporting, and student data processing.

Dr. Les Sewell – Science Item Development Lead

Responsibilities:

- Training the Michigan teachers to write the science assessment items and then manage the editing process throughout the development cycle.
- Assist in the sensitivity and content reviews of items.
- Item revisions.

Desiree Spikings – Mathematics Item Development Lead

Responsibilities:

- Responsible for all mathematics content services including: development, editing, and review of items.
- Facilitation of content and data reviews.
- Facilitation of Statewide assessment conference presentations.
- Assessment form building, including: item selection review, and editorial review during assessment development cycles.

Vicky Flanagan – Director of Corporate Services

Responsibilities:

- Ensuring the timely production of high-quality assessment and auxiliary materials.
- Managing the logistics associated with the production of high-quality printed documents, ensuring adequate inventories of materials, and distribution of all the assessment materials to testing sites.

Kimberly Hrabovsky – English Language Arts Item Development Lead

Responsibilities:

- Responsible for all ELA content services, including: development, editing, and review of items.
- Facilitation of content and data reviews.
- Facilitation of Statewide assessment conference presentations.
- Assessment form building, including: item selection and review.
- Editorial review during assessment development cycles.
- Presentations at conferences on topics related to the development of English language arts items, EGLCE/EB, and the various MI-Access committees.

Mark Budde – Vice President of Operations

Responsibilities:

- Management and direction of all production services including print production, distribution, collection, processing and scoring, clerical operations (document handling), laser printing, and warehousing.

George Harris – Materials and Distribution Manager

Responsibilities:

- Warehouse and Distribution/Receiving Operations including: materials shipping, receiving, and storage.
- Coordinating schedules and for developing and implementing quality procedures for these activities.

Jim McMann – Technical Services Manager, Operations Department

Responsibilities:

- Schedule development, quality assurance initiatives, and technical writing/process review.
- Leading Operations Department in gathering and documenting detailed business requirements.
- Indentifying, documenting and managing customer project scope from end-to-end to ensure overall quality and continuity across the various software systems.
- Developing project plans, tracking milestones and managing project risk.
- Maintaining consistent communication with project managers and other department managers regarding project status, priorities and issues.
- Communicating with internal and external customers concerning proposed features and capabilities of software systems.

Michael Tarantino – Scoring Manager

Responsibilities:

- Overseeing the pre-identification printing of answer documents and/or pre-id barcode labels and processing of the returned answer documents, including: check-in, processing, editing, and validation procedures.
- Development and implementation of validation procedures.
- Development and execution of document control procedures.
- Compiling unscannable/damaged documents and repairing/preparing them for scanning.
- Retrieving documents.
- Test booklet security procedures, accountability, and validation.
- Printing and assembly of all score reports.

Allison MacLeod – Editor

Responsibilities:

- Proofreading and editing all materials.
- Trafficking booklets, manuals, and ancillary materials.
- Recordkeeping.
- Interfacing with graphic designers.
- Assuring quality of printed materials.
- Preparing all follow-up analyses materials for printing.

Terry Appleman – Vice President, Performance Assessment Development and Operations

Responsibilities:

- Handscoring Program Manager.
- Project and resource planning, supervision of training and scoring staff, and participation and oversight of rangefinding activities.
- Monitoring of schedules to ensure completion of handscoring.

Bob Kampa – Program Director for Performance Assessment Services

Responsibilities:

- Handscoring Project Manager: recruit, hire, and supervise training and scoring staff.
- Monitor schedules to ensure completion of handscoring.

Jean Podominick – Manager of Business Systems

Responsibilities:

- Communicate with OEAA and document the IS requirements pertaining to program implementation.
- Ensure Questar's understanding of the State's requirements, both to guide systems development, and to quality test the resultant software.

Todd Acheson – IS Development Manager

Responsibilities:

- Maintain software programs for the collection, processing, scoring, and reporting systems.

Charles Lewis – IT Network and Systems Manager

Responsibilities:

- Ensure all network infrastructure and architecture is ready for MI-Access development, customer service, processing, scoring, and reporting.
- Plan, organize and implement IT network infrastructure support functions to meet project requirements (development, integration, and implementation of multiple projects involving ROI, risk and cost saving measures).
- Establishing controls for IT WAN/LAN hardware maintenance, operating systems, utilities, storage, and other system software.
- Management and administration of existing Network infrastructure environments and hardware/software security aspects.

Matt Herzog – Software Quality Assurance Analyst

Responsibilities:

- Quality assurance reviews and documentation.
- Ensure the highest quality and 100% accuracy of MI-Access student data and results reports.
- Participate in the Mock Data and Final System Review meetings.
- Operate scanning/scoring/reporting software and build queries to verify data accuracy.
- Communicate discrepancies/issues between the client and developer and track until resolved.

Pam Burdick – IS Project Manager

Responsibilities:

- Creating and maintaining a detailed IS project plan.
- Monitoring and reporting task progress.

Susan DuFrirsz – Senior Editor

Responsibilities:

- Provide editorial oversight in all areas of materials development and production.
- Supervise the editing and proofreading of all assessment materials, including test booklets, answer documents, administration manuals, score reports, and score interpretation guides.

Edward Mancari – Senior Editor

Responsibilities:

- Provide editorial oversight in all areas of materials development and production.
- Supervise the editing and proofreading of all assessment materials, including test booklets, answer documents, administration manuals, score reports, and score interpretation guides.

Sally Paris – Senior Editor

Responsibilities:

- Provide editorial oversight in all areas of materials development and production.
- Supervise the editing and proofreading of all assessment materials, including test booklets, answer documents, administration manuals, score reports, and score interpretation guides.

Michael Beck – Senior Vice President

Responsibilities:

- Assessment consultant and advisor.

Sheila Potter – Vice President

Responsibilities:

- Advisor for all aspects of assessment development.
- Planning and consultation for the item writing workshops with Michigan educators.

Andrew Simon – Chief Executive Officer

Responsibilities:

- Ensure that appropriate corporate resources are available to the MI-Access Program Team to guarantee all program objectives, goals, and timelines are met.

Susan Trent – Vice President of Program Management

Responsibilities:

- Program Management Advisor.
- Ensure the necessary communications, program design, scheduling, and budgetary activities are taking place across all internal and external operations.

Dr. Leon Dreyfus – Vice President

Responsibilities:

- Executive oversight of all assessment development, psychometrics and research functions.

Martha Caswell – Vice President

Responsibilities:

- Executive oversight of all item development activities.

Ken Carpenter – Print Production Coordinator

Responsibilities:

- Provide the interface between the Contractor and the print supplier for all printed materials.
- Assure the quality of all printed materials and maintain schedules.

Michael Carrello – Production Management

Responsibilities:

- Production and printing of all materials to be distributed to schools.

Angela Christensen – Committee Meeting Coordinator

Responsibilities:

- Oversee and coordinate the various administrative activities related to effective and efficient functioning of program meetings with many participants.

Sally Filling – Customer Service

Responsibilities:

- Ensure that all questions, and receipt and return of materials are handled in an appropriate manner.

Cynthia Lenz – Scoring Director

Responsibilities:

- Scoring Director for writing essays.
- Prepare for and conduct rangefinding meetings, develop training materials, conduct reader training, and monitor readers.

Denise Nygren – Scoring Director

Responsibilities:

- Prepare for and conduct rangefinding meetings.
- Develop training materials.
- Conduct reader training.
- Monitor readers.

Pat O'Neill – Graphic Design and Layout

Responsibilities:

- Layout booklets.

Matt Sclafani – Lead Graphic Designer

Responsibilities:

- Oversee all graphics department assignments and organize flow of work.

<u>Cheeney Media Concepts Key Personnel (subcontractor to Questar)</u>

Janice Cheeney – Production Manager

Responsibilities:

- Project management, scheduling production events, producing, directing, audio engineering, audio editing, directing voice talent, video editing, quality control, and proofing.

Holly Giesman – Production Manager

Responsibilities:

- Producing, directing, audio engineering, audio editing, voice talent, video editing, quality control, and proofing.

Headley Pratt Consulting Key Personnel (subcontractor to Questar)

Linda Headley – Production Manager and Writer/Editor

Responsibilities:

- Work with MDE and other PDCA Team members to write and/or edit all scripts and materials.
- Ensure assessments are administered accurately and in a standardized fashion across the State.
- Ensure results are used in an appropriate way to improve student learning and the State's understanding of what MI-Access students know and are able to do.
- Ensure parents and other stakeholders have the information they need to understand MI-Access and its part in Michigan's Educational Assessment System.

Deb Rakas Productions Key Personnel (subcontractor to Questar)

Deborah Rakas – Production Manager (print accommodated versions, manuals, handbooks, Webcast materials and other online assessment materials)

Responsibilities:

- Work cooperatively and effectively with the MDE and PDCA team members to provide expertise and graphic design skills in the review of assessment items and production of assessment materials including the Webcast, manuals, handbooks, and print accommodated versions.
- Upon completion of each project, provide final files for both print and posting to the Web.

HumRRO Key Personnel (subcontractor to Questar)

Dr. Gene Hoffman – Contract Project Director

Responsibilities:

- Provide management and technical oversight.

1.202 State Staff, Roles and Responsibilities

All roles described here may be filled by different persons than those listed here, but all roles will be filled. The following are the anticipated primary contacts:

MDE Contract Compliance Inspector
Joseph Martineau
Interim Director of OEAA
Michigan Department of Education

MDE Contract Project Coordinator & Manager
Vince Dean
Assessment for Students with Disabilities Program
Michigan Department of Education

Financial Officer
Al Gat
Financial Manager, OEAA
Michigan Department of Education

Information Systems Project Specialist
David Judd
Department Project Specialist, OEAA
Michigan Department of Education

Information Technology Project Manager
Scott Thompson
Client Service Director for OEAA/CEPI
Department of Information Technology

Contract Compliance Inspector
Marilyn Roberts
Office of Educational Assessment & Accountability
Department of Education

1.203 Other Roles and Responsibilities – RESERVED

1.3 Project Plan

1.301 Project Plan Management

This Contract covers work related to three (3) academic years. The timelines for the first academic year (2008-2009) are illustrated in sections 1.104.C-E. The following two (2) academic years (and any extensions) must follow a similar timeline. The Contractor must prepare, and MDE shall approve, the project format and all baseline timelines. Any adjustments to major deliverable deadlines (i.e. students taking assessments or reporting results) can only be approved by the CCI.

- The Contractor must carry out this project under the direction and control of the MDE.

- Within five (5) working days of the award of the Contract, the Contractor must submit, to the State Project Manager(s), a work plan for final approval.
  - This work plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
    - The Contractor's project organizational structure.
    - The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
    - The project breakdown (work plan) showing sub-projects, activities and tasks, and resources required and allocated to each.
    - The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the work plan.

- The Contractor must manage the project in accordance with the PMBOK® (Project Management Body of Knowledge from the Project Management Institute) and the State's Project Management Methodology (PMM). Methodology is available at www.michigan.gov/projectmanagement.
  - Contractor must use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
    - Staffing tables with names of personnel assigned to Contract tasks.
    - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 60 calendar days, updated semi-monthly).
    - Updates must include actual time spent on each task and a revised estimate to complete.
    - Graphs showing critical events, dependencies and decision points during the course of the Contract.
  - Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

The *Administration* Contractor must maintain the master project plan and timeline on a continuous basis. Any changes to the timeline shall be communicated to the CCI and designated MDE staff in writing explaining the reason for the change and the impact on the overall schedule.

1.302 Reports / Project Plan Schedules

The Contractor must provide reports to the CCI and all appropriate parties illustrating the plan and timeline for the respective assessment cycle at the beginning of each kick-off meeting and then follow up with a revised plan and timeline with any changes noted within five (5) business days after the conclusion of the respective kick-off meeting. The resulting schedule from the kick-off meeting shall be referred to as the baseline schedule. If anything should arise after that point the Contractor shall refer to section 1.401.

The project schedule must be updated weekly at a minimum, and must be updated immediately upon impacts to MDE-designated milestones. The Contractor shall have, at all times, sufficient resources assigned to scheduling to maintain this update frequency. All schedules shall retain the baseline schedule along with the actual dates of completion of all tasks. The schedules must be developed to facilitate the Contractor's work, but must also respond to MDE needs for monitoring the Contractor performance and for monitoring MDE staff performance. A format of a milestone schedule that must be presented at each management meeting must be approved by MDE. Additional tasks and formatting may be added by the Contractor to suit internal needs. MDE will not closely follow the status of internal tasks, but will expect that if delays and/or changes to any internal tasks affect MDE-designated milestones, those effects will be *immediately* reflected in the schedule.

MDE will have a designated Contract Project Coordinator who will request periodic updates on progress of timelines and deliverables to monitor Contractor and MDE performance. The MDE Contract Project Coordinator will present deadlines for receiving updates of five (5) business days, two (2) business days, end of business (EOB), and urgent (within two (2) hours). If the Contractor is performing adequately, EOB and urgent updates will be rare.

The Contractor must comply with requests for updates and deadlines associated with those requests.

1.4 Project Management

1.401 Issue Management

Issues are those things that endanger the project by affecting the schedule, scope, quality, or budget. It includes imminent threats and events that may have already occurred. Action items are tasks assigned to persons at meetings, with deadlines for completion.

Once an issue or action item has been identified by the Contractor, the Contractor shall follow these steps:

1. Immediately communicate the issue in writing to the CCI, MDE Director, the respective MDE manager and other appropriate State staff.
2. The Contractor must log it into an issue/action item tracking system.
3. Identify what needs to be done and the resources needed to correct the issue.
4. Receive approval from the CCI for appropriate action.
5. Keep CCI and appropriate State staff informed on the status of the issue based on frequency established by the CCI.
6. At least weekly provide a listing of all issues with their current status, deadlines to correct, and actual dates of completion that have occurred over the previous six (6) months to the CCI.

All issues are to be tracked in an issue tracking system accessible to MDE that clearly designates the date the issue was discovered, the date it was communicated to MDE, the status of the issue, a description of the issue, and (when the issue is resolved) the method and date of resolution. The design and functionality of the issue tracker must be approved by MDE. When a new significant issue (one (1) that would impact timelines for deliverables) arises, the issue must be reported immediately to MDE. Significant internal meetings and discussion concerning the issues are to be postponed until after MDE officials have been notified of the issues. An immediate update of the issue tracking system, to include all significant issues, is also required.

1.402 Risk Management

Risk and issues are not the same. Risks are those things that you can assume or anticipate in a project. Issues are imminent threats or things that have already occurred.

Because the assessments within this Contract are large-scale and critical, quality and deadlines are of the essence. Therefore, the risk assessment shall be reviewed, at minimum, during the kick-off meeting for each assessment cycle and shall include, but not limited to, the following:

- Reviewing the project plan and timelines to ensure resources are, or will be, available;
- Identifying deadlines for items and assessment material designs to allow sufficient time to produce;
- Qualitative review and approval of assessment materials by MDE staff designated by the CCI; at a minimum of the beginning, middle and end of production;
- Approval for actual quantities to produce shall be given in writing by the CCI, or MDE designee;
- Accurate tracking of the delivery, retrieval, logging, scanning, and storage of all assessment materials;
- Preventative maintenance and accurate calibration of scanning equipment; and
- Identify data management and backup procedures.

1.403 Change Management

Any changes to timelines or project deliverables shall be proposed to the CCI for approval prior to the change taking effect.

Alterations to the SOW

If either of the parties wishes to alter the Specifications or the SOW the following procedure will apply:

a. The person who requests the change (the Originator) will forward to the MDE Project Manager, a Change Control Request Form that will include a priority/classification on the request. This form must be completed as much as possible for someone unfamiliar with the either the change or Contract to fairly understand what will happen with the change. It may be necessary, at times, if a lot of detail is required to include a SOW.
b. The MDE Project Manager will assign a number to and log each Change Control Request.
c. The MDE Project Manager will consult with the DIT Project Manager, if the request is IT related.
d. The MDE Project Manager will send the Change Control Request (and SOW if included) to the Contractor.
e. The Contractor must determine a cost and estimated time to complete and send this info back to the Project Manager.
f. The MDE Project Manager will negotiate the final price with the Contractor and determine if the change will be made.
g. If so, the MDE Project Manager and Contractor will sign the Change Control Request.
h. If not, the change will not be implemented.
i. The MDE Project Manager will send the signed Change Control Request (and SOW, if it was included), along with the Contractor quote to the CCI. The CCI will track the costs of all changes.
j. The CCI will send the Contractor, the DIT Project Manager, and the MDE Project Manager, the approved Change Control Request (and SOW, if it was included).
k. Upon approval of the Change Control Request, work can begin at the scheduled time.

Changes to the Contract

If a proposed Contract change is approved by the CCI, the CCI will submit a request for change to the Department of Management and Budget (DMB), Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by DMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

1.5 Acceptance

1.501 Criteria

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided in this Contract:

All invoices will be for actual work completed. Invoices will be reviewed against the criteria shown below:

- Materials produced match the design provided and approved in writing by the CCI;
- The quantity of materials produced equals what was approved in writing by the CCI;
- The quality of the materials meets the specifications of this Contract;
- Standard Setting meetings conducted as specified within this Contract;
- All materials produced have been accurately tracked and current location is on record;
- Any materials considered lost, misplaced, or in a condition of not readable are not acceptable;
- All reports and data files meet the specification of this Contract;
- All designated reports and data files are delivered to the State with acceptance in writing from the CCI;
- All answer documents are stored in a secure and environmentally controlled location during the length of this Contract; and
- All materials to be destroyed are done so in confidential manner.

1.502 Final Acceptance

Each assessment cycle is viewed as a project and is considered complete after:

- The CCI has approved the final reports;
- The final reports have been delivered to the appropriate location; and
- All final data files related to the cycle have been transferred to the State and approved by the CCI.

1.6 Compensation and Payment

1.601 Compensation and Payment

Notwithstanding any adjustments due to Article 2 – Section 2.073, compensation will be through an invoicing process for actual items and quantities approved in writing by the MDE CCI and actually provided/produced by the Contractor that meets the specification of this Contract and using the appropriate rates provided by the Contractor in APPENDIX V: Pricing List. With each invoice, the Contractor shall provide a report that lists, at minimum for each line item being billed, the quantities ordered, the quantities actually provided/produced, and the actual quantities used.

All rates shall be stand-alone. If any line in the pricing list is reduced or increased in part, or in its entirety, it shall not affect that or any other price/rate.

Quantities listed in the Pricing List are estimates for budget purposes. They are not to be construed as an order. The Contractor must have written approval of quantities and/or tasks from the MDE CCI (or designee) before beginning work on any line item.

With the exception of severe market changes, outside the control of the Contractor after the date the bids are submitted, any short-sightedness of the Contractor to provide sufficient resources for the deliverables of this Contract and within the established timelines shall not be an acceptable reason for changing any price/rate.

1.7 Additional Terms and Conditions Specific to this SOW

1.701 Additional Terms and Conditions Specific to this SOW – RESERVED

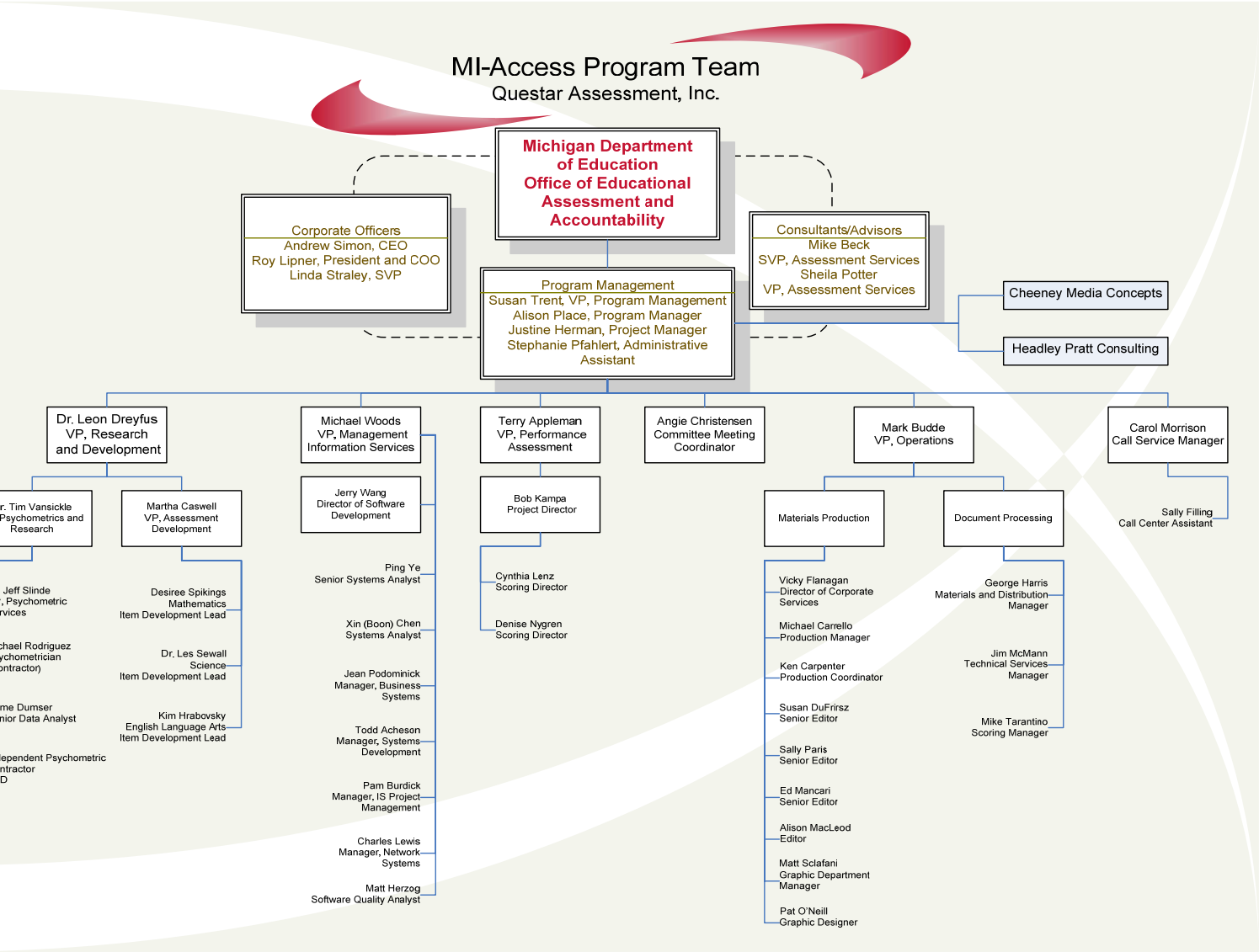
Article 1, Attachment A – RESERVED

Pricing

The Contract pricing is detailed in APPENDIX V: Pricing List.

Article 1, Attachment B

Organizational Chart, including Key Personnel and subcontractors, if applicable



Article 1, Attachment C – RESERVED

Labor Rates

Article 1, Attachment D - RESERVED

Deliverables

Article 1, Attachment E – RESERVED

Project Plan

Article 1, Attachment F – RESERVED

Service Level Agreement

Article 2 – General Terms and Conditions

2.010 Contract Structure and Administration

2.011 Definitions

Capitalized terms used in this Contract (including its Exhibits) shall have the meanings given below, unless the context requires otherwise:

(a) "Days" means calendar days unless otherwise specified.
(b) "24x7x365" means 24 hours a day, seven (7) days a week, and 365 days a year (including the 366th day in a leap year).
(c) "Additional Service" means any Services/Deliverables within the scope of the Contract, but not specifically provided under any SOW, that once added will result in the need to provide the Contractor with additional consideration. "Additional Service" does not include New Work.
(d) "Amendment Labor Rates" means the schedule of fully-loaded hourly labor rates attached as **Article 1, Attachment C (if applicable)**.
(e) "Audit Period" has the meaning given in **Section 2.111**.
(f) "Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
(g) "Incident" means any interruption in Services.
(h) "Business Critical" means any function identified in any SOW as Business Critical.
(i) "Deliverable" means physical goods and/or commodities as required or identified by a SOW
(j) "Key Personnel" means any Personnel designated in **Article 1, Section 1.201 and/or Attachment B,** as Key Personnel.
(k) "New Work" means any Services/Deliverables outside the scope of the Contract and not specifically provided under any SOW, that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.
(l) "Services" means any function performed for the benefit of the State.
(m) "State Location" means any physical location where the State performs work. State Location may include State-owned, leased, or rented space.
(n) "Subcontractor" means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
(o) "Work in Process" means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

2.012 Attachments and Exhibits

All Attachments and/or Exhibits attached to any, and all Statement(s) of Work, attached to, or referencing this Contract, are incorporated in their entirety into, and form part of, this Contract.

2.013 Statements of Work

(a) The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a SOW until authorized via a PO issued against this Contract, or an amendment to this Contract (see 2.106). Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.
(b) Unless otherwise agreed by the parties, each SOW (as defined in Article 1) will include, or incorporate by reference to the appropriate Contract Article 1 Attachment containing, the following information:
- a description of the Services to be performed by Contractor under the SOW;
- a project schedule (including the commencement and completion dates for all tasks, subtasks (for all projects of sufficient duration and complexity to warrant sub task breakdown), and Deliverables;
- a list of the Deliverables to be provided, if any, including any particular specifications and acceptance criteria for such Deliverables, and the dates on which the Deliverables are scheduled to be completed and delivered to the State;
- all Deliverable price schedules and other charges associated with the SOW, the overall fixed price for such SOW and any other appropriate pricing and payment terms;

- a specification of Contractor's and the State's respective performance responsibilities with respect to the performance or completion of all tasks, subtasks and Deliverables;
- a listing of any Key Personnel of Contractor and/or its Subcontractors for that SOW and any future Statements of Work;
- any other information or provisions the parties agree to include.

(c) Reserved.

(d) The initial Statements of Work, as of the Effective Date, are attached to this Contract.

2.014 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations ("PurchOps") and the Department of Education (MDE) (collectively, including all other relevant State of Michigan departments and agencies, the "State"). PurchOps is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. **PurchOps is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Kevin Dunn
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: dunnk3@michigan.gov
Phone: 517-241-4225
Fax: 517-335-0046

2.015 Contract Compliance Inspector

Upon receipt at PO of the properly executed Contract, it is anticipated that the Director of DMB Purchasing Operations, in consultation with the MDE, will direct that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by Purchasing Operations**. The CCI for this Contract is:

Joseph Martineau
Office of Educational Assessment & Accountability
Department of Education
P.O. Box 30008
Lansing, MI 48909
Email: robertsm@michigan.gov
Phone: 517-335-0567

2.016 Project Manager

The following individual will oversee the project:

Vince Dean
Office of Educational Assessment & Accountability
Department of Education
P.O. Box 30008
Lansing, MI 48909

2.020 Contract Objectives/Scope/Background

2.021 Background - RESERVED

2.022 Purpose – RESERVED

2.023 Objectives and Scope - RESERVED

2.024 Interpretation - RESERVED

2.025 Form, Function and Utility – RESERVED

2.030 Legal Effect and Term

2.031 Legal Effect

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.032 Contract Term

This Contract is for a period of three (3) years commencing on May 16, 2008 and ending on May 15, 2011. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.033 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods. Successful completion of negotiations surrounding the terms of the extension, will be a pre-requisite for the exercise of any option year.

2.040 Contractor Personnel

2.041 Contractor Personnel

(a) Personnel Qualifications. All persons assigned by Contractor to the performance of Services under this Contract shall be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and shall be fully qualified to perform the work assigned to them. Contractor shall include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role shall be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

(b) Key Personnel

(i) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated.

(ii) Key Personnel shall be dedicated to the Project for its duration in the applicable SOW with respect to other individuals designated as Key Personnel for that SOW.

(iii) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. Additionally, the State's request shall be based on legitimate, good-faith reasons. Proposed alternative for the individual denied, shall be fully qualified for the position.

(iv) Contractor shall not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.210**.

(v) It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.210**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable SOW, the liquidated damages amount shall be $25,000.00 per individual provided Contractor identifies a replacement approved by the State pursuant to **Section 2.041** and assigns the replacement to the Project to shadow the Key Personnel s/he is replacing for a period of at least 30 days prior to such Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the $25,000.00 liquidated damages for an Unauthorized Removal, Contractor shall pay the amount of $833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing shall not exceed $50,000.00 per individual.

(c) Re-assignment of non-Key Personnel. Prior to re-deploying to other projects, at the completion of their assigned tasks on the Project, teams of its non-Key Personnel who are performing Services on-site at State facilities or who are otherwise dedicated primarily to the Project, Contractor will give the State at least 10 Business Days notice of the proposed re-deployment to give the State an opportunity to object to the re-deployment if the State reasonably believes such team's Contract responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.

(d) Re-assignment of Personnel at the State's Request. The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement personnel for the removed person shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with removed personnel results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted in **Section 2.076** for a time as agreed to by the parties.

(e) Staffing Levels.

(i) All staff requirements not specified in the applicable SOW or State-approved project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Contract administration support staff necessary for Contractor to perform its obligations hereunder.

(ii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.

(f) Personnel Turnover. The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event, notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Contract schedule.

(g) Location. All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable SOW. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.042 Contractor Identification

Contractor employees shall be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.043 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel, and, as reasonably requested by the State, to provide to the State's agents and other contractors with reasonable access to Contractor's Project personnel, systems and facilities to the extent they relate to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access.

2.044 Subcontracting by Contractor

(a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

(b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time agreed upon by the parties.

(c) In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

(d) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.040, 2.110, 2.150, 2.160, 2.171(c), 2.172(b), 2.180, 2.260, 2.276, 2.297** in all of its agreements with any Subcontractors.

(e) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.045 Contractor Responsibility for Personnel

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services.

2.050 State Standards

2.051 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov.dit .

2.052 PM Methodology Standards

The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. See the State's PMM website at http://www.michigan.gov/projectmanagement.

The Contractor shall use the State's PPM to manage this Contract. If the Contractor requires training on the PMM, those costs shall be the responsibility of the Contractor, unless otherwise stated.

2.053 Adherence to Portal Technology Tools

The State has adopted the following tools for its Portal Technology development efforts:

- Vignette Content Management and Personalization Tool
- Inktomi Search Engine
- E-Pay Payment Processing Module
- Websphere Commerce Suite for e-Store applications

Unless otherwise stated, Contractor must use the Portal Technology Tools to implement web content management and deployment efforts. Tools used for web-based application development must work in conjunction with Vignette and Inktomi. The interaction with Vignette and Inktomi must be coordinated with DIT, Enterprise Application Services Office, e-Michigan Web Development team.

Contractors that are compelled to use alternate tools must have received an exception from DIT, Enterprise Application Services Office, e-Michigan Web Development team, before this Contract is effective.

2.054 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.060 Deliverables

2.061 Ordering

Any Services/Deliverables to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, the Contract shall take precedence as stated in **Section 2.293**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying SOW.

2.062 Software – RESERVED

2.063 Hardware – RESERVED

2.064 Equipment to be New and Prohibited Products

(a) Equipment to be New
If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

(b) Prohibited Products
The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.106**.

2.070 Performance

2.071 Performance, In General

The State engages Contractor to execute the Contract and perform the Services/provide the Deliverables, and Contractor undertakes to execute and complete the Contract in its entirety in accordance with the terms and conditions of this Contract and with the participation of State representatives as specified in this Contract.

2.072 Time of Performance

(a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.072(a)**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and, in such event, shall inform the State of the projected actual delivery date.

(c) If Contractor believes that a delay in performance by the State has caused or will cause Contractor to be unable to perform its obligations in accordance with specified Contract time periods, Contractor shall notify the State in a timely manner and shall use commercially reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.

2.073 Liquidated Damages

The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within 15 days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.

Liquidated damages will be assessed as follows:

There are five (5) areas in which the performance of the selected Contractor will be most closely monitored. For each of these areas, there is a penalty for failure to perform or to perform adequately. These are listed below:

1. Materials Distributed to School Districts on Time

All necessary assessment materials are to be in school districts no later than two (2) weeks prior to assessment. This date presumes that the Department staff has met their portion of the schedule. If not, the schedule will be adjusted accordingly, and the revised schedule will be used for determination of whether the *Administration* Contractor has met this portion of the requirements of the Contract.

Failure to meet this requirement: $5,000 per business day for any or all materials missing from any or all State school districts.

2. All Answer Documents Returned for Scoring

It is essential that the Contractor, as well as its shipping Contractor(s), understand that they are responsible for the accurate return of every students' answer folders for scoring. This means having a system or systems in place to track the student answer folders from each local district through the shippers' systems to the *Administration* Contractor and its log-in process. It is a requirement of this Contract that no answer folders are lost or destroyed. The ideal system would permit local districts to "order" return services, receive shipping materials and instructions, enter the shipments into the shippers' system(s), track the shipments at all points, and be notified when the shipments are received at the *Administration* Contractor. From the *Administration* Contractor's perspective, the system must be able to indicate that the shipment has been entered into the shippers' system(s), indicate how many boxes are being returned, track their progress through the shippers' system(s), and indicate that all materials have been received (or which materials are missing so that they can be followed up on).

Failure to meet this requirement: $75 per answer document lost.

3. Assessment Results are Accurate:

It is essential to the credibility of the OEAA assessments that the results produced are accurate. This means that each level of reporting (individual student, parent, classroom, school, and/or district) must be accurate. This Contract has a number of steps for quality control in it, so it should be possible for the *Administration* Contractor to produce accurate data. However, this penalty applies to any or all reports within any one (1) school district.

Failure to meet this requirement: $5,000 per district in which a reporting error has occurred. This is the total assessable for any and all errors in a district for all of the assessments at any grade or subject area.

4. **Scanning, Scoring, and Reporting Systems Verified with a Test Deck by October 1 of Each Year**
Failure to provide a fully functional scanning, scoring, and reporting production system including all reports by the agreed to date will result in liquidated damages of $5,000/day, including weekends and holidays, until the systems are approved to the satisfaction of the CCI for OEAA or his or her designee.

5. **Assessment Results Returned on Time**
It is essential to the credibility of the OEAA assessments that the results be returned on time. This date presumes that the Department staff has met their portion of the schedule. If not, the schedule will be adjusted accordingly, and the revised schedule will be used for determination of whether the *Administration* Contractor has met this portion of the requirements of the Contract.

Starting on the 35th day after answer documents have been logged at Contractor's initial receiving site assessment results must be available for the related school district(s). "Logged" is defined as the time when the barcode on the inbound shipping label on each box is scanned via hand held scanner at Contractor's receiving area. Answer documents must be logged within 24 hours of receipt from shipping agent.

Failure to meet this requirement: $25,000 per day (including weekends) that the results from any or all districts that have not been posted electronically or printed and shipped to school districts (whichever occurs earlier). To avoid the assessment of liquidated damages, the individual student results and the classroom summaries need to be available to local school districts by the 35th day.

If a document(s) is placed on hold for a non-Contractor related reason, the hold time does not count toward the 34 days. Time elapsed before the document is officially placed on hold and time after the hold is released does count toward the 34 days.

The total sum of the Liquidated Damages shall not exceed 10% of an assessment cycle's estimated Contract total value.

2.074 Bankruptcy

If Contractor shall file for protection under the bankruptcy laws, or if an involuntary petition shall be filed against Contractor and not removed within 30 days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish such Works in Process by whatever appropriate method the State may deem expedient. Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

To secure the State's progress payments before the delivery of any services or materials required for the execution of Contractor's obligations hereunder, and any work which Contractor may subcontract in the support of the performance of its obligations hereunder, title shall vest in the State to the extent the State has made progress payments hereunder.

2.075 Time is of the Essence

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

2.076 Service Level Agreements (SLAs) – RESERVED

2.080 Delivery and Acceptance of Deliverables

2.081 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following shall be applicable to all orders issued under this Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract shall be delivered "F.O.B. Destination, within Government Premises, Freight Allowed." The Contractor shall have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.

(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to State Locations, the State shall examine all packages. The quantity of packages delivered shall be recorded and any obvious visible or suspected damage shall be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record such.

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five (5) days of inspection. If this inspection does not occur and damages not reported within 30 days of receipt, the cure for such damaged deliveries shall transfer to the delivery signing party.

2.082 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.083 Testing

(a) Prior to delivering any of the above-mentioned SOW Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and in conformance with its specifications listed in the applicable SOW or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor shall (1) perform any applicable testing, (2) correct all material deficiencies discovered during such quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State shall be entitled to observe or otherwise participate in testing.

2.084 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which will include the successful completion of Testing as applicable in **Section 2.083**, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor in accordance with **Section 2.083(a)**.

(d) The State will approve in writing a Deliverable/Service upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three (3) opportunities (the original and two (2) repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the Contract price for such Deliverable/Service and will pay the State an additional sum equal to 10% of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular SOW for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval process.

2.085 Process for Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable SOW following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than one hundred 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.086 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable SOW (failing which the State Review Period, by default, shall be 30 Business Days for Services). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Services (or at the State's election, subsequent to approval of the Service). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.087 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable SOW (failing which the State Review Period, by default, shall be 30 continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.088 Final Acceptance

Unless otherwise stated in the SOW or Purchase Order, "Final Acceptance" of each Deliverable shall occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.080-2.087**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.090 Financial

2.091 Pricing

(a) Fixed Prices for Services/Deliverables

Each SOW/PO issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

(b) Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any SOW issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such SOW commensurate with the reduction in scope, using the rates specifically identified in an applicable SOW.

(c) Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

(d) Labor Rates

All time and material charges will be at the rates specified in the Contract.

2.092 Invoicing and Payment Procedures and Terms

(a) Invoicing and Payment – In General

(i) Each SOW issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(ii) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. The charges for Services billed on a time and materials basis shall be determined based on the actual number of hours of Services performed. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 2.094**.

(iii) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(b) Taxes (See Section 2.305 and Article 3, Section 3.022-3.024 for additional)
The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such taxes shall not be included in Contract prices as long as the State maintains such exemptions. Copies of all tax exemption certificates shall be supplied to Contractor, if requested.

(c) Out-of-Pocket Expenses
Contractor acknowledges that the out-of-pocket expenses that Contractor expects to incur in performing the Services/ providing the Deliverables (such as, but not limited to, travel and lodging, document reproduction and shipping, and long distance telephone) are included in Contractor's fixed price for each SOW. Accordingly, Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates. See http://www.mi.gov/dmb/0,1607,7-150-9141_13132---,00.html for current rates.

(d) Pro-ration
To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

(e) Antitrust Assignment
The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

(f) Final Payment
The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.093 State Funding Obligation

The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Contract. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

2.094 Holdback – RESERVED

2.095 Electronic Payment Availability

Public Act 533 of 2004 **requires** that payments under this Contract be processed by electronic funds transfer (EFT). Contractor is **required** to register to receive payments by EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

2.100 Contract Management

2.101 Contract Management Responsibility

(a) Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

(b) The Services/Deliverables will be provided by the Contractor either directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.102 Problem and Contract Management Procedures

Problem Management and Contract Management procedures will be governed by the Contract and the applicable Statements of Work.

2.103 Reports and Meetings

(a) Reports.

Within 30 days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

(i) assess the Contractor's performance in each area of the Services;

(ii) assess the degree to which the Contractor has attained or failed to attain the pertinent objectives for each area of the services, including on-time completion and delivery of Deliverables;

(iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;

(iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;

(v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;

(vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.

(vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.

(viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.

(ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.

Within 30 days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

2.104 System Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the State. Any changes Contractor makes to State systems with the State's approval shall be done in accordance with applicable State procedures, including security, access and configuration management procedures.

2.105 Reserved

2.106 Change Requests

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, time frames, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be in-scope Services/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(a) Change Requests

(i) State Requests

If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(ii) Contractor Recommendations
Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.

(iii) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(iv) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(v) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.

(vi) If the State requests or directs Contractor to perform any activities that Contractor believes constitute a Change, Contractor must notify the State that it believes the requested activities are a Change prior to commencing the performance of the requested activities. If Contractor fails to so notify the State prior to commencing performance of the requested activities, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. If Contractor commences performance of gratuitous services outside the scope of this Contract and subsequently elects to stop performing such out-of-scope services, Contractor must, at the request of the State, back out or reverse any changes resulting from such performance that would adversely affect the Contract.

2.107 Management Tools

Contractor will use an automated tool for planning, monitoring and tracking the Contract's progress. In addition, Contractor shall use automated project management tools as reasonably necessary to perform the Services, which tools shall include the capability to produce through the end of the Contract: (i) staffing tables with names of personnel assigned to Contract tasks, (ii) project plans showing tasks, subtasks, Deliverables and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 60 days, updated semi-monthly) and (iii) graphs showing critical events, dependencies and decision points during the course of the Contract. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such information is described with reasonable detail in the Statements of Work and to the extent the related work is of sufficient project complexity and duration to warrant such reporting.

2.110 Records and Inspections

2.111 Records and Inspections

(a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with five (5) business days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon five (5) business days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

(b) Examination of Records. Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon 20 days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

(c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

(d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.

2.112 Errors

(a) If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly statement that the balance appeared on or termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor shall pay all of the reasonable costs of the audit.

2.120 State Responsibilities

2.121 State Performance Obligations

(a) Equipment and Other Resources. To facilitate Contractor's performance of the Services/Deliverables, the State shall provide to Contractor such equipment and resources as identified in the Statements of Work or other Contract Exhibits as items to be provided by the State.

(b) Facilities. The State shall designate space as long as it is available and as provided in the SOW, to house Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

(c) Return. Contractor shall be responsible for returning to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

(d) Except as otherwise provided in **Section 2.220**, the State's failure to perform its responsibilities as set forth in this Contract shall not be deemed to be grounds for termination by Contractor. However, Contractor will not be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by nonperformance of the State's obligations under this Contract, provided Contractor provides the State with reasonable written notice of such nonperformance and Contractor uses commercially reasonable efforts to perform notwithstanding the State's failure to perform. In addition, if the State's nonperformance of its responsibilities under this Contract materially increases the time required for Contractor's performance or Contractor's cost of performance, Contractor shall be entitled to seek an equitable extension via the Change Request process described in **Section 2.106**.

2.130 Security

2.131 Background Checks

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.140 Reserved

2.150 Confidentiality

2.151 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.152 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

2.153 Protection of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

2.154 Exclusions

Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

2.155 No Implied Rights

Nothing contained in this Section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.156 Remedies

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

2.157 Security Breach Notification

In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.

2.158 Survival

The parties' respective obligations under this Section shall survive the termination or expiration of this Contract for any reason.

2.159 Destruction of Confidential Information

Promptly upon termination or cancellation of the Contract for any reason, Contractor shall certify to the State that Contractor has destroyed all State Confidential Information.

2.160 Proprietary Rights

2.161 Ownership

Ownership of Work Product by State. All Deliverables shall be owned by the State and shall be considered works made for hire by the Contractor for the State. The State shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

Vesting of Rights. With the sole exception of any preexisting licensed works identified in the Contract, the Contractor shall assign, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon State's request, the Contractor and/or its personnel shall confirm such assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State shall have the right to obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.162 Source Code Escrow - RESERVED

2.163 Rights in Data

(a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to the Contract. Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

(b) The State is and shall remain the owner of all State-specific data pursuant to the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State shall only use personally identifiable information as strictly necessary to utilize the Services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The State shall comply at all times with all laws and regulations applicable to such personally identifiable information. Other material developed and provided to the State shall remain the State's sole and exclusive property.

2.164 Ownership of Materials

State and Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.165 Standard Software

If applicable and necessary, all Standard Software used in performing the Services shall be provided to the State under a separate license agreement between the State and the owner (or authorized licensor) of such software. Standard Software to be licensed to the State is listed in contract.

2.166 Pre-existing Materials for Custom Software Deliverables

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

2.167 General Skills

Notwithstanding anything to the contrary in this Section, each party, its Subcontractors and their personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the Services, so long as it or they acquire and apply the foregoing without disclosure of any confidential or proprietary information of the other party.

2.170 Warranties And Representations

2.171 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

(m) It is not in material default or breach of any other Contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any Contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such Contract.

2.172 Software Warranties

(a) Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of 90 days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

(b) No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the “No Surreptitious Code Warranty.”

As used in this Contract, “Self-Help Code” means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, “Unauthorized Code” means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

(c) Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

(d) Third-party Software Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.173 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within five (5) business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

All warranty work shall be performed on the State of Michigan worksite(s), unless the State provides written authorization prior to the repair.

2.174 Physical Media Warranty

(a) Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than 30 days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.175 Standard Warranties

(a) Warranty of Merchantability
Deliverables shall be merchantable. All Deliverables shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor on the container or label.

(b) Warranty of fitness for a particular purpose
When Contractor has reason to know or knows any particular purpose for which the Deliverables are required, and when the State is relying on the Contractor's skill or judgment to select or furnish suitable Deliverables, the Contractor warranties that the Deliverables are fit for such purpose.

(c) Warranty of title
Contractor shall convey good title in those Deliverables, whose transfer is right and lawful. All Deliverables provided by Contractor shall be delivered free from any security interest, lien, or encumbrance. Deliverables shall be delivered free of any rightful claim of any third person of ownership, interest, lien or encumbrance.

2.176 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, such breach may be considered as a default in the performance of a material obligation of this Contract.

2.180 Insurance

2.181 Liability Insurance

(a) Liability Insurance
The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.
The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract shall be issued by companies that have been approved to do business in the State.
See http://www.mi.gov/cis/0,1607,7-154-10555_22535---,00.html.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before the Contract is signed by both parties or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit
$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.
The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:

$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☑ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one (1) million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten (10) million dollars ($10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: one (1) million dollars ($1,000,000.00) each occurrence and one (1) million dollars ($1,000,000.00) annual aggregate.

☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

(b) Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

(c) Certificates of Insurance and Other Requirements

Contractor shall furnish to Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least 30 days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.190 Indemnification

2.191 Indemnification

(a) General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(b) Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

(c) Employee Indemnification

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(d) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.192 Continuation of Indemnification Obligations

The Contractor's duty to indemnify pursuant to this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

2.193 Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within 10 days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within 10 days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.200 Limits of Liability and Excusable Failure

2.201 Limits of Liability – RESERVED

2.202 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its Subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State shall not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected SOW without liability to Contractor as of a date specified by the State in a written notice of termination to Contractor, except to the extent that the State shall pay for Services/Deliverables provided through the date of termination.

Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.203 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

2.210 Termination/Cancellation by the State

The State may terminate this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

2.211 Termination for Cause

(a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 2.076**), which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State (such time period not to be less than 30 days), or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

(b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of 50% more than the prices for such Service/Deliverables provided under this Contract.

(c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State shall pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

(d) In the event this Contract is terminated for cause pursuant to this Section, and it is determined, for any reason, that Contractor was not in breach of Contract pursuant to the provisions of this section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a termination for convenience.

2.212 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

2.213 Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise made available, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in such manner and for such periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.

(c) In the event the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor pursuant to this Section, the State shall pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. For the avoidance of doubt, this Section will not preclude Contractor from reducing or stopping Services/Deliverables and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.214 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Contractor's business integrity.

2.215 Approvals Rescinded

The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.216 Rights and Obligations Upon Termination

(a) If this Contract is terminated by the State for any reason, Contractor shall (i) stop all work as specified in the notice of termination, (ii) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (iii) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (iv) in the event that the Contractor maintains title in Deliverables that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (v) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement Contract or otherwise as the State may in its sole judgment deem expedient.

2.217 Reservation of Rights

Any termination of this Contract or any SOW issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

2.218 Contractor Transition Responsibilities

In the event this Contract is terminated, for convenience or cause, dissolved, voided, rescinded, nullified, expires or is otherwise rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 180 days. These efforts shall include, but are not limited to, the following:

(a) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or contractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or contractors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

(b) Information - The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

(c) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

(d) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations) at the rates specified in the Contract. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.219 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(a) Reconciling all accounts between the State and the Contractor;
(b) Completing any pending post-project reviews.

2.220 Termination by Contractor

2.221 Termination by Contractor

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 2.090**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than 30 days), then Contractor may terminate this Contract, in whole or in part based on SOW for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.

2.230 Stop Work

2.231 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this **Section 2.230**. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.210**.

2.232 Cancellation or Expiration of Stop Work Order

If a stop work order issued under this **Section 2.230** is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.106.**

2.233 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, such termination shall be deemed to be a termination for convenience under **Section 2.212**, and the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.230**.

2.240 Reserved

2.250 Dispute Resolution

2.251 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any SOW shall be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's Contract Administrator or his designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

2.252 Informal Dispute Resolution

(a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 2.100**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.

(b) This **Section 2.250** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 2.253**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to the Contract.

2.253 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.252** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.254 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.210** and **2.220**, as the case may be.

2.260 Federal and State Contract Requirements

2.261 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and any breach of this provision may be regarded as a material breach of the Contract.

2.262 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, *et seq*., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.263 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.270 Litigation

2.271 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement to the Contract Administrator within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or

(ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that:

(A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and

(B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.

(c) Contractor shall make the following notifications in writing:

(i) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify Purchasing Operations.

(ii) Contractor shall also notify Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(iii) Contractor shall also notify Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.272 Governing Law

The Contract shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.273 Compliance with Laws

Contractor shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in providing the Services/Deliverables.

2.274 Jurisdiction

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.280 Environmental Provision

2.281 Environmental Provision – RESERVED

2.290 General

2.291 Amendments

The Contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties.

2.292 Assignment

(a) Neither party shall have the right to assign the Contract, or to assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform the Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. In the event of any such permitted assignment, Contractor shall not be relieved of its responsibility to perform any duty imposed upon it herein, and the requirement under the Contract that all payments shall be made to one entity shall continue.

2.293 Entire Contract; Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to such subject matter and as additional terms and conditions on the purchase order shall apply as limited by **Section 2.061**.

(b) In the event of any inconsistency between the terms of the Contract and a SOW, the terms of the SOW will take precedence (as to that SOW only); provided, however, that a SOW may not modify or amend the terms of **Sections 2.110 through 2.220** of the Contract, which may be modified or amended only by a formal Contract amendment.

2.294 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.295 Relationship of the Parties (Independent Contractor Relationship)

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.296 Notices

(a) Any notice given to a party under the Contract shall be deemed effective, if addressed to such party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

State of Michigan
Purchasing Operations
Attention: Kevin Dunn
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

with a copy to:

State of Michigan
Office of Educational Assessment & Accountability
Department of Education
Attention: Marilyn Roberts
P.O. Box 30008
Lansing, MI 48909

Contractor:

Questar Assessment, Inc.
Attention: Melissa Cothran
5550 Upper 147th Street West
Apple Valley, MN 55124

Either party may change its address where notices are to be sent by giving notice in accordance with this Section.

(b) Binding Commitments
Representatives of Contractor identified in the Contract shall have the authority to make binding commitments on Contractor's behalf within the bounds set forth in such table. Contractor may change such representatives from time to time upon written notice.

2.297 Media Releases and Contract Distribution

(a) Media Releases
Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to the Contract, the Services or the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.

(b) Contract Distribution
Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.298 Reformation and Severability

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.299 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.

2.300 No Waiver of Default

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

2.301 Survival

Any provisions of the Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.302 Covenant of Good Faith

Each party agrees that, in its dealings with the other party or in connection with the Contract, it shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.303 Permits

Contractor shall obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.304 Website Incorporation

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.305 Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes defined in Section 3.022 for all persons involved in the resulting Contract.

The State may refuse to award a Contract to any Contractor who has failed to pay any applicable State taxes. The State may refuse to accept Contractor's bid, if Contractor has any outstanding debt with the State. Prior to any award, the State will verify whether Contractor has any outstanding debt with the State.

2.306 Prevailing Wage - RESERVED

2.307 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this Contract.

2.308 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Contractor offering free assistance) to gain a leading edge on the competitive RFP.

2.310 Reserved

2.320 Extended Purchasing

2.321 MiDEAL – RESERVED

2.322 State Employee Purchases - RESERVED

2.330 Federal Grant Requirements

2.331 Federal Grant Requirements - RESERVED

Appendices

Appendix A:	Materials and Size of Student Populations
Appendix B:	The State's Technology Environment
Appendix C:	Information Technology Quality Plan
Appendix D:	File Formats
Appendix E:	Deleted – N/A for Contract
Appendix F:	Key Personnel Resume Form
Appendix G:	Deleted – N/A for Contract
Appendix H:	Mock and Final Scoring Systems Checklists
Appendix I:	Deleted – N/A for Contract
Appendix J:	Deleted – N/A for Contract
Appendix K:	Deleted – N/A for Contract
Appendix L:	Deleted – N/A for Contract
Appendix M:	Deleted – N/A for Contract
Appendix N:	Deleted – N/A for Contract
Appendix O:	Deleted – N/A for Contract
Appendix P:	Deleted – N/A for Contract
Appendix Q:	Deleted – N/A for Contract
Appendix R:	Deleted – N/A for Contract
Appendix S:	Deleted – N/A for Contract
Appendix T:	State Travel Rates
Appendix U:	Deleted – N/A for Contract
Appendix V:	MI-Access Pricing List