

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

August 21, 2013

**NOTICE
 OF
 CONTRACT NO. 071B3200128
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Data Recognition Corporation	Susan Engeleiter	SEngeleiter@DataRecognitionCorp.com
13490 Bass Lake Road	TELEPHONE	CONTRACTOR #, MAIL CODE
Maple Grove, MN 55311	(763) 269-2102	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDE	Douglas Collier	517-241-4431	Collierd1@michigan.gov
BUYER:	DTMB	Angela Buren	517-373-0325	burena@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Administration, Scoring, and Reporting of Statewide Assessments – Department of Education			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	August 9, 2013	August 8, 2016	Three-one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$11,705,033.00	

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N/A			
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THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #RFP-AB-07111300017. Orders for delivery may be issued directly by the Michigan Department of Education through the issuance of a Purchase Order Form.

Notice of Contract #: 071B3200128

FOR THE CONTRACTOR:

Data Recognition Corporation

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Kevin Dunn, Services Division Director

Name/Title

DTMB Procurement

Enter Name of Agency

Date



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ATTACHMENTS:

- Attachment A – Pricing Sheet**



DEFINITIONS—DTMB

24x7x365 means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

Additional Service means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

Audit Period means the seven-year period following Contractor's provision of any work under the Contract.

Contractor(s) are those companies that submit a proposal in response to this CONTRACT.

Blanket Purchase Order is an alternate term for Contract and is used in MDE's computer system.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00 a.m. Eastern through 5:00 p.m. Eastern unless otherwise Stated.

CCI means Contract Compliance Inspector.

Day means calendar day unless otherwise specified.

Deleted/Not Applicable means that section is not applicable or included in this CONTRACT. This is used as a placeholder to maintain consistent numbering.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

DTMB means the Michigan Department of Technology, Management and Budget.

Environmentally Preferable Products means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxins either disposed of or consumed.

Hazardous Material means any material defined as hazardous under the latest version of Federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

Incident means any interruption in any function performed for the benefit of a Plan Sponsor.

Key Personnel means any personnel identified in Section 1.031: Contractor Staff, Roles, and Responsibilities as Key Personnel.

New Work means any Services/Deliverables outside the scope of the Contract and not specifically provided for under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

Ozone-depleting Substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

Post-Consumer Waste means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

Post-Industrial Waste means industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Recycling means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

Reuse means using a product or component of municipal solid waste in its original form more than once.



RFP means a Request for Proposal designed to solicit proposals for services.

Services means any function performed for the benefit of the State.

SLA means Service Level Agreement.

Source Reduction means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

State Location means any physical location where the State performs work. State Location may include State-owned, leased, or rented space.

Subcontractor means a company selected by the Contractor to perform a portion of the Services, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.

Unauthorized Removal means the Contractor's removal of Key Personnel without the prior written consent of the State.

Waste Prevention means source reduction and reuse, but not recycling.

Pollution Prevention means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

Work in Progress means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

Work Product refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by the Contract.



DEFINITIONS—Division Of Accountability Services (DAS)

Accommodation — Accommodations are practices and procedures in the areas of presentation, response, setting, and timing/scheduling that provide equitable access during instruction and assessment for students with disabilities. Educators and administrators design accommodations in order to compensate for or mitigate a disability the student may have, or to address a physical, mental, or emotional need a student exhibits. Accommodations administered both in regular instruction and during assessments are one way that educators ensure that students have access to education in a way that is equal to their peers. Accommodations are intended to reduce or eliminate the effects of a student's disability; they do not reduce the learning experience.

ACT[®] (American Collegiate Test) — A curriculum- and standards-based educational and career planning tool that assesses students' academic readiness for college.

Activity-based observation item — In Michigan, this is a type of MI-Access Supported Independence or Participation performance-based item (SI/P) that takes into account the degree of assistance provided by the test administrator(s) to a student in completing an individual or group activity. The single digit response rating is A, B, C, or 1, 2, 3.

ADA (Americans with Disabilities Act) — Wide-ranging legislation intended to make American society more accessible to people with disabilities. It extends protection against discrimination to all State and local government services (including public schools) whether or not they receive Federal funds.

Adaptive Test Engine* — This is the adaptive algorithm component of the CAT online assessment system. The adaptive algorithm is adjustable by assessment program and test (this includes grade level, content area, test form—such as accommodated forms—and time of testing).

The test specifications in the *Item Bank System (IBS)* contain the metadata that define the item criteria for the test bank and the algorithm (or engine) to use. The test delivery engine is expected to contain and use the correct algorithm (or engine) for test delivery when the test is being administered.

The Online Administration Contractor is expected to work closely with other vendors and the MDE to ensure that, after successful user acceptance testing (UAT) with simulated student and item data is completed, the Adaptive Test Engine functions correctly with actual test data from students.

Since the purpose of the UAT for the Adaptive Test Engine is to evaluate the quality of tests before they are administered, the UAT produces output used by psychometricians to analyze test reliability, fidelity to test blueprint and test design, test item bank quality and characteristics, algorithm functioning and item exposure.

The adaptive algorithm must be replicable; i.e., in high stakes situations, the MDE must be able to identify how the adaptive algorithm determined which item to provide a student based on responses to previous test items.

AERA (American Educational Research Association) — The national interdisciplinary research association for scholars who undertake research in education.

Alternate Achievement Standards — Explicit definitions of how students are expected to demonstrate attainment of the knowledge and skills covered in the State's extended content standards.

Alternate Assessment — An assessment used to measure the learning progress and performance of students with disabilities whose IEP Teams have determined that it is not appropriate for them to participate in general education assessments (i.e., the MEAP or the MME). As allowed by Federal law, these assessments may be based either on grade-level achievement standards or alternate achievement standards.

Answer Booklet — A scannable multi-page document in which students record their responses to an assessment.

Answer Document — A scannable answer sheet in which students record their responses to an assessment.

AI (Artificial Intelligence) Scoring — Computer-automated scoring of constructed-response items.

AIF (Assessment Interoperability Framework) – The framework being developed by the joint SIF/IMS working group to define how interoperability standards should be applied for an assessment platform in support of Common Core assessments.



APA (American Psychological Association) — The largest scientific and professional organization representing psychology in the United States.

API (Application Programming Interface) — A specification intended to be used as an interface by software components to communicate with each other.

APIP (Accessible Portable Item Protocol) Standard — A technical standard that focuses on accessibility in assessment items. APIP is an extension of the QTIv2.1 standard, allowing accessibility information to be included in a digital test item definition so that items can be transferred between APIP compliant item banks.

Assessment — A tool or instrument that measures what a student knows and can do. This measurement is often expressed as a score on a numerical rating scale, as well as a description of a performance level.

Assessment Accommodation — Changes the way a student accesses an assessment without changing the actual standards the student is working toward or the content being assessed. The goal of an assessment accommodation is to minimize the impact of a student's disability on his or her performance on an assessment. Decisions regarding assessment accommodations are to be made on a case-by-case basis and are to be based on relative appropriateness to a disability and the impact it has on the student. Decisions about assessment accommodations should be made well in advance of the actual assessment.

Assessment Coordinator — School or District Coordinator for MDE assessment programs. Currently, there are MEAP, MEAP-Access, MI-Access, and MME coordinators for general and alternate assessment programs. MME also has an Accommodations Coordinator for the Day 1: ACT[®]; Day 2: WorkKeys[®]; and Day 3: Michigan's custom developed components. Multiple assessment programs may be coordinated by a single person.

Assessment Window — The span of days over which assessments are administered.

AYP (Adequate Yearly Progress) — The measure used to hold schools and districts accountable for student achievement in reading and mathematics. AYP is based on State assessments, including the English Language Proficiency Assessment (ELPA), the Michigan Educational Assessment Program (MEAP), the Michigan Merit Examination (MME), MEAP-Access, and MI-Access. It includes measurement of proficiency (as measured by State assessment), participation rates in State assessment, and attendance or graduation rates. Schools can meet AYP proficiency targets in two different ways: (1) by meeting the objective for the grade or subject area, or (2) by showing sufficient improvement (otherwise known as "Safe Harbor"). For a public school or school district to make AYP, (1) the school as a whole and each measurable student subgroup must meet or exceed the State annual measurable objectives and have at least a 95% participation rate in the Statewide assessments, and (2) the school must meet the State's requirement for other academic indicators. For more information on AYP, visit <https://baa.State.mi.us/ayp/>.

BAA (Bureau of Assessment and Accountability) — Formerly known as the Office of Educational Assessment and Accountability, the BAA consisted of four offices: Office of Standards and Assessment (OSA), Office of Systems, Psychometrics, and Measurement Research (OSPMR), Office of Evaluation, Strategic Research and Accountability (OESRA) and the Office of Assessment Business Operations (OABO) and has been recently joined by the Office of Professional Preparation Services (OPPS) to form the Division of Accountability Services (DAS).

Benchmarks — While content standards describe what all students should know and be able to do in certain broad subject areas, benchmarks indicate what students should know and be able to do at various developmental levels (i.e., early elementary, later elementary, middle, and high school) within the content standards (Michigan Curriculum Framework, page 8).

CEDS (Common Education Data Standards) — A national collaborative effort to develop voluntary, common data standards for a key set of education data elements to streamline the exchange and comparison of data across institutions and sectors. (<https://ceds.ed.gov>)

CEPI (Center for Educational Performance Information) — Collects and reports data about Michigan's K–12 public schools. Initiatives in data collection and reporting facilitate school districts' compliance with the Federal *No Child Left Behind Act of 2001* and the Michigan Department of Education's accreditation plan, *EducationYes!*

CAT (Computer Adaptive Test)* — A computer adaptive test is one in which the next test question is selected (and typically administered) by a computer algorithm based on the student's performance on previously administered items. In



such a way, an assessment can be tailored to the individual student's response, thereby adding precision to the resulting scores since students only see the test questions most appropriate for them.

CCR (Change Control Request) — In Michigan, the process to alter the Specifications or the Statement of Work.

CCSS (Common Core State Standards) — English language arts and mathematics standards for grades K–12 that were developed by a State-led group of educational representatives, the National Governors Association Center for Best Practices and the Council of Chief State School Officers.

Concurrent Users — Users who are logged in and using the Online Test Delivery System at any given time.

Content Area — Course or discipline of study, including reading, mathematics, science, social studies, and writing. (Content areas can also include languages, art, music, theater arts, and other disciplines not typically assessed on Statewide assessments.)

Core GLCE — A Grade Level Content Expectation, or GLCE, that measures an essential skill/content area.

Cut Score — A specific point on a score scale, such that scores at or above that point are interpreted or acted upon differently from the scores below that point (Standards for Educational and Psychological Testing, 1999).

DAS (Division of Accountability Services)— Formerly known as the **Bureau of Assessment and Accountability**, the DAS currently consists of five offices: Office of Standards and Assessment (OSA), Office of Evaluation, Strategic Research and Accountability (OESRA), Office of Systems, Psychometrics, and Measurement Research (OSPMR), Office of Accountability Business Operations (OABO) and Office of Professional Preparation Services (OPPS).

Digital Test Item — An electronic item format allowing items to be transported using a standardized exchange file format or standard, such as QTI or APIP.

Disability — The Individuals with Disabilities Education Act (IDEA) has defined a disability as “mental retardation, a hearing impairment (including deafness), a speech or language impairment, a visual impairment (including blindness), a serious emotional disturbance, an orthopedic impairment, autism, traumatic brain injury, another health impairment, a specific learning disability, deaf-blindness, or multiple disabilities.”

EDT — Eastern Daylight Time.

Economically Disadvantaged — A student from a family with an annual income below a level that is based on low-income thresholds according to family size published by the U.S. Bureau of the Census, adjusted annually for changes in the Consumer Price Index. These students are eligible for free and reduced-price meals.

EEM (Educational Entity Master) — This is the single repository for all Statewide school and district information. It is managed by Center for Educational Performance Information (CEPI), which is part of the Department of Technology Management and Budget. EEM data required for assessments (school, district, Intermediate School District) are transferred to the BAA Secure Site. Contractor access to these data will be provided via web services or direct table read from the BAA Secure Site database.

ELA — English Language Arts, subjects or content areas that include reading, writing, listening, and speaking in the Common Core State Standards. ELA aims at developing the student's comprehension and capacity for use of written and oral language in English.

Electronic Document Management Site (*Master data repository site)** — The electronic repository of materials, processes, data, and services for the Contract. It serves multiple offices, departments, and Contractors and contains such items as schedules, requirements, and print-optimized forms of print-ready materials for Michigan's assessment and reporting systems.

ELL English Language Learner (also referred to as English learner) — The Michigan definition is a student who has a primary or home language other than English who—because of limited proficiency in speaking, reading, writing, and understanding the English language—requires alternative programs or services to equally access the local educational agency's total academic curriculum. These students are sometimes referred to as students with limited English proficiency (LEP).

ESEA — Elementary and Secondary Education Act.



EST — Eastern Standard Time.

EGLCEs (Extended Grade Level Content Expectations) — GLCEs indicate what elementary and middle school students should know and be able to do in specific grades within the content standards. Extended GLCEs are those that have been “extended” (or reduced in depth, breadth, and complexity) to more appropriately reflect what the student population taking an alternate assessment based on alternate achievement standards should know and be able to do given their cognitive functioning level, curriculum, and instruction.

EHSCEs (Extended High School Content Expectations) — HSCEs indicate what high school students should know and be able to do in high school within the content standards. Extended HSCEs are those that have been “extended” (or reduced in depth, breadth, and complexity) to more appropriately reflect what the student population taking an alternate assessment based on alternate achievement standards should know and be able to do given their cognitive functioning level, curriculum, and instruction.

Extended response — Constructed-response items that require AI and/or handscoring. Used to determine a student’s performance on an assessment task, constructed-response item, or multiple-choice item.

Field Test — A test administration used to check the adequacy of testing procedures, generally including test administration, test responding, test scoring, and item test reporting. A field test is more extensive than a pilot test.

Field-test Item — A test question (often embedded within the operational items) that is inserted to obtain statistical information about its performance and ability to measure its intended content; this item does not count toward the student score; the statistical data are used in item selection for future tests.

Formative Assessment — The formative assessment process used by teachers and students during instruction to provide feedback in order to adjust ongoing teaching and learning and improve students’ achievement of intended instructional outcomes.

GLCE (Grade Level Content Expectation) — What elementary and middle school students should know and be able to do in specific grades within a content standard.

HSCE (High School Content Expectation) — What high school students should know and be able to do within a content standard.

Homeless — A homeless student is one who lacks a fixed, regular, and adequate nighttime residence. This includes students who live in shelters, abandoned buildings, cars, and public spaces, as well as students whose families share housing with other families because of economic hardship or who live in motels, hotels, trailer parks, or campgrounds.

Home-schooled — Students who are home-schooled and take the State assessment in their local school district. Public school districts are required to administer State-level assessments to home-schooled students who wish to be assessed.

IDEA 1997 — The Federal Individuals with Disabilities Education Act, which describes and regulates educational opportunities for individuals with disabilities. It also requires that students with disabilities be included in Statewide assessments. Reauthorized in 2004.

IEP (Individualized Education Program) — A written Statement for each child with a disability that is developed, reviewed, and revised in a meeting in accordance with the Individuals with Disabilities Education Act regulations.

Interim Assessment — Assessments that provide educators with actionable information about student progress at determined intervals throughout the year.

ISD — Intermediate School District.

IT — Information Technology.

IBS (Item Bank System) — The BAA Item Bank System is a State-developed web-based application that encompasses all of the following functions within a single framework: the Complete Item Development Life Cycle, Test Development Processes, and Test Composition Process.



LEP (Limited English Proficient) — The terms “limited English proficient” or “English language learner,” when used with respect to an individual, mean someone who

- is aged 3 through 21;
- is enrolled in or preparing to enroll in an elementary school or secondary school;
- (i) was not born in the United States or whose native language is a language other than English; (ii) (I) is a Native American or Alaska Native, or a native resident of the outlying areas; and (II) comes from an environment where a language other than English has had a significant impact on the individual’s level of English language proficiency; or (iii) is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and
- whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual (i) the ability to meet the State’s proficient level of achievement on State assessments described in section 1111(b)(3); (ii) the ability to successfully achieve in classrooms where the language of instruction is English; or (iii) the opportunity to participate fully in society.

MDE (Michigan Department of Education) — Under the direction of the Superintendent of Public Instruction, this agency carries out the policies of the State Board of Education and implements Federal and State legislative initiatives.

MDE DAS (Division of Accountability Services) — Formerly known as the MDE Bureau of Assessment and Accountability, the MDE DAS currently consists of five offices: Office of Standards and Assessment (OSA), Office of Evaluation, Strategic Research and Accountability (OESRA), Office of Systems, Psychometrics, and Measurement Research (OSPMR), Office of Professional Preparation Services (OPPS) and Office of Assessment Business Operations (OABO),

MDE Data Mart — A database used by MDE to collect and store assessment data at the student, school, district, ISD and State levels.

MDE Secure Site — This is the entry point, or *Portal**, where end-users access all components (paper-and-pencil and online) of Michigan’s assessment and reporting systems. The Secure Site has a multi-tier security structure that controls user rights based on pre-established permissions. It is used for pre-identifying students for online and/or paper-and-pencil assessments by assessment program, grade level, and content area; for ordering materials and tracking order status; for displaying which students have tested; and for identifying possible administration issues.

MEAP (Michigan Educational Assessment Program) — One of five components of the Michigan Educational Assessment System, the MEAP is the State’s general education assessment for students in grades 3–9 and is used Statewide to assess student performance in specific content areas. The MEAP’s content is aligned to the Model Content Standards of the Michigan Curriculum Framework.

MEAP-Access — One of the components of the Michigan Educational Assessment System, it is the State’s Alternate Assessment based on Modified Achievement Standards (AA-MAS). It is used to assess students with Individualized Education Programs (IEPs) in grades 3–8 in the content areas of reading, writing, and mathematics. For this Contract, MEAP-Access will be processed and reported as accommodated forms of the MEAP. (In Fall 2013, there are two MEAP-Access forms.)

MEAS (Michigan Educational Assessment System) — The State Board of Education-approved assessment system in Michigan, which is comprised of five assessment programs, including the ELPA, MEAP, MME, MEAP-Access and MI-Access.

MEIS (Michigan Education Information System) — A security system implemented and used with various Michigan Department of Education (MDE) and Center for Educational Performance and Information (CEPI) applications.

MI-Access — Michigan’s alternate assessment system, which is composed of three assessment programs (Functional Independence, Supported Independence, and Participation) and is based on Alternate Achievement Standards (AA-AAS). As a component of the MEAS, MI-Access is intended for students for whom the MEAP, the MME, or MEAP-Access, either with or without assessment accommodations, are not appropriate as determined by a student’s Individualized Education Program (IEP) Team.

MI-Access Functional Independence (FI) Assessments — The MI-Access Accessing Print (reading), Expressing Ideas (writing), mathematics, and science assessments for students who have, or function as if they have, mild cognitive impairment.



MI-Access Participation (P) Assessments — The MI-Access English language arts, mathematics, and science assessments for students who have, or function as if they have, severe cognitive impairment.

MI-Access Supported Independence (SI) Assessments — The MI-Access English language arts, mathematics, and science assessments for students who have, or function as if they have, moderate cognitive impairment.

Michigan Curriculum Framework (MCF) — A resource for helping Michigan’s public and private schools design, implement, and assess their core content-area curricula. The MCF includes three components: content standards, benchmarks, and grade level content expectations, which represent rigorous expectations for student performance and describe the knowledge and abilities needed to be successful in today’s society.

MMC – Michigan Merit Curriculum.

MME (Michigan Merit Examination) — One of five components of the MEAS. It is the State’s general education assessment for students in grade 11 (or eligible students in grade 12) and is used Statewide to assess student performance in specific content areas. The MME’s content is designed to measure content standards of the Michigan Merit Curriculum.

Modified Achievement Standards — An expectation of performance that is challenging for eligible students, but may be less difficult than a grade-level achievement standard. Modified achievement standards must be aligned with a State’s academic content standards for the grade in which a student is enrolled. Thus, only the achievement standards are modified, not the content standards on which those modified achievement standards are based.

MSDS (Michigan Student Data System) — Data submitted by school districts, including discrete information about individual students, such as age, gender, ethnicity, and program participation. The data collected via the MSDS are used to meet the reporting requirements of the Federal No Child Left Behind Act of 2001, including the determination of Adequate Yearly Progress (AYP).

Multiple Choice — The most common type of selected-response item, consisting of two parts: a stem and various response options.

NCLB (No Child Left Behind Act of 2001) — An act that reauthorizes the Elementary and Secondary Education Act, including Title programs I–IX. It is designed, in part, to (1) increase the accountability of States, districts, and schools; (2) expand choices for parents and students, particularly those attending low-performing schools; (3) provide greater flexibility for States and local educational agencies in the use of Federal dollars; and (4) increase emphasis on reading, especially for young children. In addition, it requires States to implement a single accountability system for all public schools and all students, and increases the number of times students—including those with disabilities and limited English proficiency—must be assessed.

NCME — National Council on Measurement in Education.

Nonstandard Accommodation — Changes the construct being measured by an assessment or assessment item and, thus, results in an invalid test score. This includes any accommodation not deemed “standard” in the Assessment Accommodation Summary Tables approved by the State Board of Education.

OEAA (Office of Educational Assessment and Accountability) — Former name for the Bureau of Assessment and Accountability (BAA) in the Michigan Department of Education that oversees all Statewide educational assessment and accountability programs.

Operational item — A test question with statistical information that is selected for use on a test that measures student perform on content; this item does count toward the student score; the resulting statistical data are used in item selection for future tests.

OSA (Office of Standards and Assessment) – An office of the Division of Accountability Services which is responsible for Division of Accountability Services which is responsible for standards and assessment functions.

OSPMR (Office of Systems, Psychometrics, and Measurement Research) — An office of the Division of Accountability Services which is responsible for systems, psychometrics and measurement research functions.



Performance Task — Collections of items and activities that require multiple steps and may include components of other items in the task. These activities are meant to measure capacities such as depth of understanding, writing and research skills, and complex analysis, which cannot be adequately assessed with traditional assessment questions.

Pilot Test — A test administered to a sample of test takers to try out some aspects of the test or test items, such as instructions, time limits, item response format, or item response options.

Pilot Item — A test question that is newly developed (often used in stand-alone testing) that do not count toward a student score.

PNP — Personal Needs Profile.

Pre-ID — Pre-identification of which students in each school will take which assessments with which accommodations.

Proficient — Sometimes expressed by a numerical “cut score” on a Statewide assessment, a student who is proficient in a content area demonstrates knowledge of that content area appropriate to grade-level expectations. Those expectations may vary based on the student’s grade level and instructional setting. See Grade Level Content Expectation (GLCE), High School Content Expectation (HSCE), English Language Learner (ELL) Standards, Extended Grade Level Content Expectations (EGLCEs), Extended High School Content Expectations (EHSCEs), and Extended Benchmarks (EBs).

Progress — Annual gains made by the student, as evidenced by the acquisition of what the student knows and can do or by an increase in assessment scores or performance levels.

QTI (Question and Test Interoperability) — An information model that describes question (item) and test (assessment) data and their corresponding results reports. The QTI specification enables the exchange of this item, test and results data between authoring tools, item banks, test construction tools, learning systems, and assessment delivery systems.

SBE — State Board of Education.

Scoring Rubric — Descriptive scoring schemes that are developed by teachers or other evaluators to guide the analysis of the products or processes of students’ efforts. Scoring rubrics are typically employed when judgment of quality is required and may be used to evaluate a broad range of subjects and activities (Practical Assessment, Research, & Evaluation, 2000).

SDs or SWDs (Students with Disabilities) — A student who is determined by an Individualized Education Program (IEP) Team or a hearing officer to have one or more of the impairments that necessitates special education or related services, or both, who is not more than 25 years of age as of September 1 of the school year of enrollment, who has not completed a normal course of study, and who has not graduated from high school. A student who reaches the age of 26 years after September 1 is a “student with a disability” and entitled to continue a special education program or service until the end of that school year.

Selected Response — In Michigan, this term is used to describe MI-Access Supported Independence and Participation items that take into account the degree of assistance provided by the test administrator(s) to a student in selecting a response to a picture card stimulus. The single digit response rating is A, B, C, or 1, 2, 3.

SF (Spiral Fixed-Form) — Computer-based test containing multiple forms, or versions, of a test booklet where one or more sections vary from one test taker to another.

Short answer – The student types or writes in a word or phrase. Smarter Balanced 2-point constructed-response items.

SIS (Student Information System)* — A software application that is designed for education establishments to manage student data. In Michigan, MSDS system contains student data that are transferred to the MDE Secure Site system for assessment management purposes.

Single Version of the Truth – A technical concept describing the ideal of having either a single centralized database, or at least a distributed synchronized database, which stores all of an organization’s data in a consistent and non-redundant form.

Smarter Balanced Assessment Consortium (Smarter Balanced) — A multi-State arrangement collaborating on a Federally sponsored grant to develop a comprehensive assessment system aligned to the Common Core State Standards (CCSS).



Standard Accommodation — An assessment provision given so that the effect of a disability is minimized and the student is provided an opportunity to demonstrate the degree of achievement he or she actually possesses. It does not change the construct being measured ; therefore, it yields valid assessment scores.

Summative Assessment — A test that is used to evaluate student competency. A summative assessment is commonly delivered at the end of the school year during a fixed administration window and is commonly aligned with State standards.

Technology Enabled (TN) — Computer-based items that include features, such as reading the item to the test-taker in English or another language, such as Spanish or Arabic.

Technology Enhanced (TE) — Computer-based test items that allow students to reorder text, show evidence and use drop-down menus for responses.

Test Administration* — Management of test windows, proctor assignment, class/group assignment for reporting, and student identification methods are components of the MDE Secure Site. This information is provided to administration Contractors via a direct table read or web services interface.

Test Cycle — Refers to the period of time, usually a range of dates, for administering an assessment. In Michigan, current assessment cycles are either fall or spring, with a specific date range for each. Interim assessments will have pre- and post- test cycles, which are fall and spring for year-long subjects or courses; September and January or February and May for ½ credit courses.

Test Delivery* for Online Assessments — The overall responsibility of this component is to securely deliver the assessment to the student, securely store the student responses, store other information about how the student responded (i.e., time to answer, time to render for the student, etc.), and deliver the test items in the proper accessible format that the student needs. The Test Delivery System must also include two subcomponents:

- **Student Workstations:** This is a software subcomponent used to interact with the student. It is responsible for delivering the items to the student and gathering the responses and response metadata. It also contains the tools needed by the student to take the test (e.g., calculators, tables, accessibility tooling, etc.).
- **Proctor Workstation:** This is a software subcomponent the proctor uses to manage the test delivery. It allows the proctor to start and stop, or suspend and resume the test for the testing group or individual students. It also allows the proctor to monitor student progress, as well as helping students when they are having issues.

Test Event – The administration of an online computer-adaptive test.

Test Packager* for Online Assessments — In year one of the Contract, the Online Administration Contractor will provide the software to convert BAA IBS test items for use with the online test delivery engine. This software will have the capacity to receive Test Package files via a web service or direct table read interface of the BAA IBS system and, once properly rendered by the Online Administration Contractor, receive the online version of the item from the Test Delivery System for inclusion in the BAA IBS.

Test Registration* — Michigan students are registered for assessments, including assignment of class/group numbers for test administration/proctors, and the same or different class/group numbers for reporting using the pre-identification component of the BAA Secure Site.

Theta Value — Estimate of the relationship between a test item and the underlying attribute that is being measured. A distinction is made between the values that are actually obtained in a test setting and a hypothesized “true” underlying value.

UIC (Unique Identification Code) — A State-assigned code that allows the State to track student information without using a student’s name.

WorkKeys® — A job skills assessment system that helps employers select, hire, train, develop, and retain a high-performance workforce.

*Smarter Balanced terms for online test components are italicized.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

The State of Michigan (the “State”), on behalf of the Michigan Department of Education (MDE), Division of Accountability Services (DAS) has issued this Contract to procure services and deliverables for the administration, scoring, and reporting of statewide assessment programs (summative and interim) and related projects. This Contract is to provide printed materials and processes to administer paper-and-pencil aspects of these statewide assessment programs and related projects.

This Contract will be for the school years of 2013–14, 2014–15, and 2015–16 and any agreed-upon options. The current and planned assessment programs listed below are part of this Contract, with the exception of MME: Day 1-currently ACT[®] Plus Writing, Day 2: currently WorkKeys[®] and the English Language Proficiency Assessment (ELPA). All are noted below with an asterisk (*).

1. The summative assessment programs and projects include the following:
 - Michigan Educational Assessment Program (MEAP)
 - Michigan Merit Exam (MME)
 - Day 1: College entrance examination (including a writing sample)*
 - Day 2: Work skills examination (in at least reading and mathematics)*
 - Day 3: Custom-developed components
 - MEAP-Access (Michigan’s alternate assessments based on modified achievement standards for students with disabilities enrolled in elementary and middle schools)
 - MI-Access (Michigan’s alternate assessments based on alternate achievement standards for students with significant cognitive disabilities), including:
 - MI-Access Functional Independence (FI, for students with mild cognitive impairment)
 - MI-Access Supported Independence (SI, for students with moderate cognitive impairment)
 - MI-Access Participation (P, for students with severe cognitive impairment)
 - English Language Proficiency Assessment (ELPA)*
2. Planned implementation of future assessment programs include the following:
 - Interim Assessment Program
 - Smarter Balanced Assessment Consortium (Smarter Balanced) System

The Contractor must use a coordinated approach with MDE staff and other Contractors to plan and implement all tasks, subtasks, and activities related to this Contract that are to be conducted over the three year period of the Contract.

1.012 Background

Michigan’s educational system consists of 56 Intermediate School Districts with 549 local school districts and 256 public school academies. Altogether, there are 3,536 schools serving over 1.5 million students.

The MDE is responsible for development and administration of multiple K–12 student assessment programs, as well as the high-stakes use of the results of those programs for accountability and evaluation purposes. Therefore, the work performed by the Contractors must be of the highest quality, and must conform to the most recent *Standards for Educational and Psychological Testing* as published by the American Educational Research Association, the American Psychological Association, and the National Council on Measurement in Education.

Additionally, MDE has partnered with the Smarter Balanced Assessment Consortium, of which Michigan is a governing State, for developing items, and eventually assessments, that are planned for use in interim and summative mathematics and English Language Arts (ELA) assessments, and projected to replace both MEAP and MEAP-Access in those content areas. MDE’s assessment administration and reporting efforts will be done in concert with, and parallel to, the assessment activities of Smarter Balanced. The first Statewide Smarter Balanced online implementation is scheduled for the 2014–15 school year.

In the 2014–15 school year the Online Administration Contractor must meet the Smarter Balanced assessment system requirements either by using a Contractor’s online assessment system or Smarter Balanced assessment system components. Either system must support online administration of Michigan’s summative and interim tests and the Smarter Balanced system standards and requirements, and interface with the MDE Secure Site.



MDE anticipates that MI-Access mathematics and ELA assessments will also be replaced by consortium-developed and administered assessments in the 2014–15 school year. However, MI-Access science and social studies assessments will be administered as part of this Contract.

MDE and the Assessment Administration Contractors are responsible for ensuring that all tasks and activities that are carried out as part of the Contract comply with all legislation, regulations, and policies surrounding assessment(s). These include, but are not limited to the following, where applicable:

- The Federal reauthorization of the Elementary and Secondary Education Act (ESEA), currently known as the No Child Left Behind Act of 2001, or successor legislation
- The Federal Individuals with Disabilities Education Act (IDEA), or successor act
- The Federal Americans with Disabilities Act (ADA), or successor legislation
- The Federal Family Educational Rights and Privacy Act (FERPA), or successor legislation
- The Federal American Recovery and Reinvestment Act, its various components, or successor legislation
- The ESEA Flexibility Request approved by the U.S. Department of Education (USED), July 2012
- The Federal guidelines and regulations regarding NCLB, IDEA, ADA, or ARRA, including both specifications for assessment programs as well as specifications for accountability using the results from those assessment programs
- The Michigan State School Aid Act, or successor legislation
- The Michigan School Code, or successor legislation
- The Michigan Assessment of Remedial Assistance Programs, or successor legislation
- The Michigan State Board of Education (SBE) policy on learning expectations for Michigan students, or successor policies
- The Michigan SBE policy to include all students in the Michigan Educational Assessment System, or successor policies
- The Michigan SBE policy regarding testing of Limited English Proficient (LEP) students, who are referred to as English Learners, or successor policies

All of the assessment programs developed and administered by MDE are mandated by one or more of the laws and policies listed above. As such, Michigan's assessment systems are subject to Federal and State audit, including all contracts that are required to implement the programs.

During the term of the Contract, new legislation and/or funding levels may determine that a current program be modified and/or other programs added. The Contractor must be flexible in accommodating such changes. All proposed changes must be approved through the Project Change Control Board and change management process. (See **Section 1.403**)

MDE has four summative assessment programs and one interim assessment program that are included in this Contract. The summative assessment results are used to measure student proficiency for State and Federal reporting purposes. MDE currently administers summative assessments in the fall (MEAP, MEAP-Access, and MI-Access) and spring (MME and MI-Access) of the school year. MEAP-Access will be an alternate assessment of MEAP in the fall of 2013. Online testing of science and social studies will be implemented in the spring of the 2014–15 school year and are included in the Contract award.

- Fall Assessment Administration
 - General Assessment—MEAP is Michigan's criterion-referenced assessment given to most of Michigan's students in grades 3 through 9 to measure student proficiency with regard to the State's content standards, currently referred to as Grade Level Content Expectations (GLCEs).
 - Alternate Assessment—MEAP-Access, like MEAP, is based on the State's content standards. It is an alternate assessment based on modified achievement standards for students who are instructed with grade level content but are unlikely to demonstrate proficiency in the same timeframe as their peers. For this Contract, MEAP-Access is considered to be alternate form(s) of the MEAP.



- Fall and Spring Assessment Administrations
 - Alternate Assessment—MI-Access has three assessments (Functional Independence, Supported Independence and Participation) based on alternate achievement standards. These are alternate assessments for students with mild to severe cognitive disabilities. MI-Access is given in the fall for grades 3 through 8 and in the spring for high school students in grade 11. Content for each MI-Access assessment is based on content standards and expectations, GLCEs or HSCEs, that have been extended (EGLCEs, EHSCEs) specifically for each of these student populations.
- Spring Assessment Administration
 - General Assessment—the Michigan Merit Examination (MME) is Michigan’s high school criterion-referenced assessment with nationally recognized college-entrance and work skills readiness components (currently ACT[®], WorkKeys[®], and the Michigan component). It is given to students in grade 11 and to eligible 12th graders to measure student proficiency with the State’s content standards and expectations, referred to as High School Content Expectations (HSCEs).
 - Alternate Assessment—MI-Access, described above, is available in the spring for high school students with mild to severe cognitive disabilities.

Assessment programs are being developed and implemented in response to education reform efforts and a new emphasis on using assessments that measure student academic growth and determine educator effectiveness. Additional assessments that are part of this Contract include the following:

- The Interim Assessment Program—This assessment program is new and consists of optional, online pre- and post-test assessments at grade levels and in content areas that are not currently part of the summative State wide assessment programs described above. At the high school level, these assessments are in courses for which Michigan Merit Curriculum credit is required. There are currently model end-of-course assessments, called Secondary Credit Assessments for high school students to help teachers measure student proficiency in specific content areas. Online piloting, field-testing and implementation of the Interim Assessment Program are included in this Contract, starting with the 2013–14 school year for some grade level/content area combinations and in the 2014-15 school year for others (see Table 1).

Future assessment programs that are being developed with a multi-State consortium and planned to be implemented as part of this Contract include the following:

- Smarter Balanced Assessment Consortium (Smarter Balanced) System—Smarter Balanced is a consortium of States that are developing items for use as a system of interim and summative assessments designed to measure student proficiency with Common Core State Standards in mathematics and English Language Arts (ELA: reading, writing, listening and speaking), grades 3 through 12. Smarter Balanced assessments are designed for online Computer Adaptive Testing (CAT).

1.020 Scope of Work and Deliverables

1.021 In Scope

The scope of the work for this Contractor includes the primary tasks listed in this Contract as well as all supporting tasks. Through the last decade, the State of Michigan has developed and implemented customized systems that perform many of test administration and reporting tasks in a timely and accurate manner. To assist Contractors in understanding system flows and their role, a detailed description of the primary and required supporting tasks is provided in **Section 1.022**.

Over the course of the Contract, the design, structure, timing, and processes required for the execution of the MDE assessment programs and projects will alter in significant ways. One such shift is from the paper-and-pencil mode of test administration to online administration. The timeline for such changes is shown in the table below and is also reflected in the associated tasks described in **Section 1.022**.



1. PP = paper-and-pencil (2014-16 - used as backup to online delivery of summative tests)
CAT = computer-adaptive (2,500 item pool per test event)
SF = spiral fixed form, computer-administered (15% of SF items are unique FT items)
2. MI = Michigan-developed
SB = Smarter Balanced Assessment Consortium
TBD = To be determined (MI- or SB-developed)
CEA = College entrance assessment (not included in Contract)
WSA = Work skills assessment (not included in Contract)
3. "3-7", "3-8", "K-2" = grade-level assessments
"4, 7", "5, 8", "6, 9", "11" = grade-span assessments
"9-12", "8-12" = MMC required-credit course assessments
4. E, M = Elementary, Middle
5. PT = performance task
MC = multiple choice
SR = selected response (MI-Access only)
ER = extended response
SA = short answer
TE = technology enhanced
AB = activity based
TN = technology enabled (K-2; accommodated forms)
6. Includes only MMC required-credit courses assessed by SB (e.g., Algebra I)
7. MMC required-credit courses not assessed by SB (e.g., Algebra II, Geometry, Stats & Probability)
8. MMC required-credit courses assessed by SB (e.g., English 9-11)
9. MMC required-credit courses not assessed by SB (e.g., English 12)
10. Day = MME testing sessions

The grades and content areas tested in each school year can be found in Table 1. Additional **Table 1** requirements include the following:

- All paper-and-pencil and online field-test items are embedded within operational forms; schools electing to participate in the Interim Assessment Program will administer field-test items as part of the online administration session.
- Paper-and-pencil versions of the online summative tests will be provided for schools and districts that lack the infrastructure to administer tests online. MDE anticipates this could be up to 65% (in 2014-15) and up to 35% (in 2015-16) of the Michigan schools required to administer summative tests for State and Federal accountability purposes.
- The Interim Assessment Program will offer operational pre- and post-tests online for schools electing to administer interim assessments.
- Starting spring 2015, interim post-tests will be used as the summative test for science (grades 4 and 7) and social studies (grades 5 and 8).

MDE will provide software, associated implementation services, and the application hosting necessary to meet the State of Michigan's requirements for computer-based, adaptive Online Test Delivery System for the administration, scoring, and reporting of all online assessments (See **Diagram 1.1**). For an expanded description of the Online Test Delivery System requirements, please reference Michigan's IT Systems Architecture information in **Section 1.022**.

The State of Michigan has two proprietary systems that interact with administration Contractors on a regular basis: The MDE Secure Site and the MDE Item Bank System (IBS). The MDE Secure Site is a web-based test data management system. In addition to pre-identification of students, ordering and tracking of test materials, and rosters of students tested and not tested, the MDE Secure Site is capable of assigning multiple educators to groups of students for test administration and/or reporting purposes. It is currently being updated to include a number of enhancements, including use of the MEIS single sign-on, and will be fully operational in July 2013.

The MDE IBS is an integrated system for item development, test development, and print optimized file (POF) delivery. Development of content expectations and test maps using item statistics is one feature that provides test item sequence for fixed-forms (both online and paper-and-pencil), eligible item sets for computer-adaptive testing (CAT), and answer key information administration, scoring, and reporting Contractors. Both systems have a multi-tier security structure that restricts end-users to their areas of authorization. Contractors access data using table queries or by pulling data in XML format. The detail for these MDE systems is included in **Diagram 1.2**.

The transport of items from IBS to the Contractor in QTI v2.1-compatible format (and APIP when the standard is finalized) is also important.



Diagram 1.1

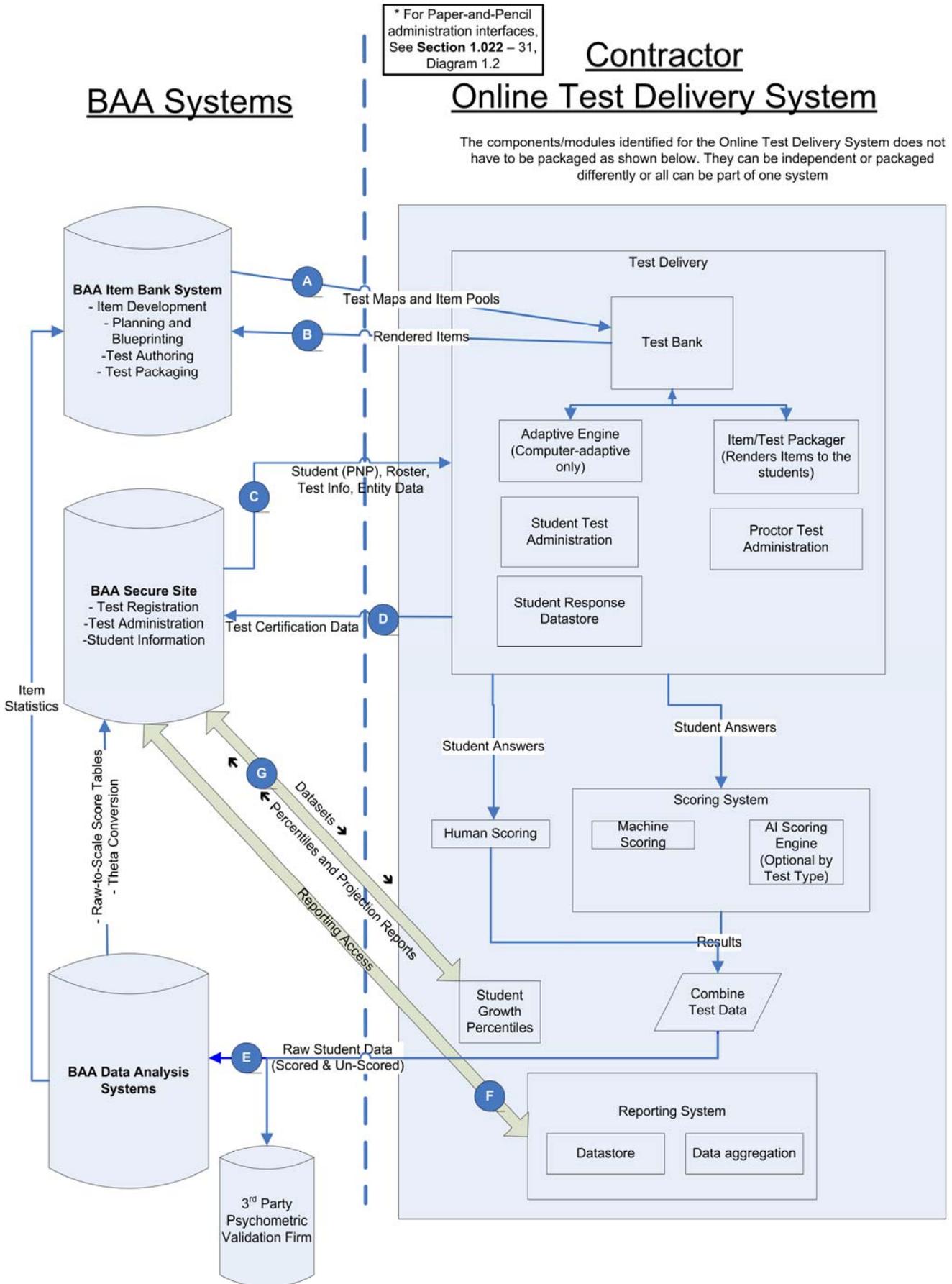




Diagram 1.1 – Interface Descriptions:

- A. Test Maps and Item Pools — Test maps and item pools are retrieved by the Online System.
- B. Rendered Items — Test items in their online-rendered State are sent to the Item Bank System.
- C. Student (PNP), Roster, Test info, Entity Data — All information related to test registration is retrieved by the Online System.
- D. Test Certification Data — Student “tests-taken” data are sent to the BAA Secure Site. (includes Tested Roster)
- E. Raw Student Data — Scored and un-scored raw student test data are sent to the MDE psychometric team, or Contractor back-up psychometric services, as well as to the third-party psychometric firm.
- F. Reporting Access — Bi-Directional transfer of test data as follows:
 1. Final test results are retrieved by the Online Reporting System
 2. Teacher and student roster (group) data in the BAA Secure Site are retrieved by the Online Reporting system.
 3. Test data in the Online Reporting System are accessed by the BAA Secure Site
 4. Student-level and aggregated testing data are sent to the MDE Data Mart.

Student Growth Percentiles – Student assessment data are retrieved by the Online System. Student Growth Percentiles and related reports are sent back to the BAA Secure Site.

The administration and reporting of high-stakes statewide assessments are high-profile activities, with results used for State and Federal reporting. As State and Federal reform efforts have been enacted, including assessing educator effectiveness and student growth, the complexities and demands placed upon the Michigan Educational Assessment Systems have grown. It is, therefore, imperative that MDE and Contractors work as partners in ensuring that the integrity of project management plans and processes are not compromised, that agreed-upon timelines are met, and that all deliverables, including test materials, administration processes, scoring, data analysis, and reporting are accurate, are appropriate for the intended audience, and encompass the highest standards.

In instances where the Contractor selects a Subcontractor to provide deliverables, all tasks will be accomplished by the Subcontractor in a timely and accurate manner. In such cases, the Subcontractor will perform all Contract deliverables assigned, working in close cooperation with MDE staff, and is subject to the same contractual agreements as all other Contractors chosen to perform Contract deliverables.

In providing systems and services for online administration and reporting, Contractors are encouraged to use technology standards and applications that support interoperability, innovation, and minimal cost of transfer. Consistency in the processes used, and the presentation of online items from one year’s assessment administration to the next year, is a critical Michigan requirement. At the request of MDE, all assessment data must be provided to MDE using established interoperability standards.

1.022 Work and Deliverables

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below. The Contractor must coordinate planning and schedules with other Contractors in performing all work deliverables, tasks, and subtasks awarded as part of this Contract.

General Information

During the life of the Contract, Michigan’s Statewide testing in grades K through 12 is undergoing a major transformation, as described in **Section 1.021**.

In general, the Contractor must assist MDE in implementing high-quality deliverables and services for administering, scoring and reporting all assessment programs and projects included in this Contract. This also includes providing assistance to the overall Project Coordination Contractor to complete Set 1 and Set 2 activities (See **Section 1.011**). These deliverables and services must be developed and implemented using quality assurance plans, including requirements gathering, management review and project control processes to sustain the implementation standards of the State assessments.

This section addresses information related to all activities of this Contract. The table in **Section 1.041** provides a sample test cycle, listing the required primary activities of current assessment programs in this Contract and associated dates for the 2013–14 school year (listing key milestone dates in bold). Primary tasks and supporting activities are presented in the same order below, in order to assist the Print Contractor in understanding the tasks and the interrelated aspects of activities. Projected tasks and activities for the remaining two test cycles, 2014–15 and 2015–16, are also noted.

1. Planning for the Kick-Off Meeting and Test Cycle

The Print Contractor must work closely with MDE and the Project Coordination Contractor to organize, plan, and run a Project Kick-Off Meeting prior to the start of the 2013–14 school year.

- A. The Print Contractor must work closely with MDE and the Project Coordination Contractor to preliminary agenda and schedule(s) that will be sent to MDE for review and approval no later than 14 days in advance of the Kick-Off Meeting.



- B. Prior to each test cycle, MDE will provide the critical milestone dates. The Print Contractor must use these dates to create a detailed schedule for completing all activities and sub-tasks. The schedule is submitted to the Project Coordination Contractor (on or before pre-specified date) for incorporation into the overall administration plan and coordinated project schedule for the upcoming test cycle. All Contractors must share these documents with their project teams so that detailed schedules can be adjusted/updated for each Contractor's deliverables. Both the coordinated project schedule and all detailed schedules must be maintained by each Contractor's Project Director, updated as needed, and made available on the shared electronic document management site. (See **Section 1.022 #3** for more information)
- C. An action item for this meeting must be the production of a MDE-approved baseline schedule conforming to the requirements set forth in **Section 1.041**.

2. Administration Plan and Project Schedule

- A. The activities (tasks and subtasks) addressed in the Contract require all Print and Online Contractors, MDE and stakeholders to design the overall administration plan for developing high-quality materials and processes for the State's K–12 assessment programs that are part of this Contract. The assessment windows and milestone dates for each cycle that are included in the sample 2013–14 cycle are pre-established, and therefore not a direct responsibility of this Contract. These dates are critical to the overall plan because they drive the need for timely completion of primary tasks and supporting activities.
 - 1. All pre-established critical milestone dates (in bold) are specified by MDE prior to the start of a test cycle and are to be considered "firm, fixed dates" that are nonnegotiable. The preliminary critical milestone dates are included in the table in **Section 1.041**.
 - 2. The Print Contractor must maintain a detailed project schedule for all deliverables, update as needed, and ensure that appropriate adjustments are also made to the coordinated schedule.
- B. The Print Contractor, MDE and stakeholders must review administration plans and proposed weekly and monthly schedules for regular project management and coordination updates. **Section 1.041** details the appropriate project management procedures needed to ensure timely deliverables and the minimization of risk. The Print Contractor must receive MDE written pre-approval and include escalation procedures and the handling of change of scope requests and CCRs.

3. Electronic Document Management Site

The Print Contractor must share an electronic document management site for the Contract with MDE and other Contractors included in this Contract, according to the following requirements:

- A. The Contractor will have access to an electronic document management site using Microsoft's SharePoint software to provide unified access to MDE and all Contractors for the duration of this Contract. The Project Coordination Contractor must work with MDE and all Contractors to design 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 that will receive MDE written pre-approval.
- B. Project management documents (schedules, agendas, reports, meeting minutes, etc.), requirements, POFs of print-ready assessment materials, and all other documents related to this Contract must be kept in this shared, permanent electronic documentation repository for the duration of the Contract.
- C. The Print Contractor must use this site to securely transfer and maintain all electronic documents and files related to this Contract and are the property of the State of Michigan. This includes delivery of data and other documents according to timelines prescribed in this Contract, or by specific request of MDE. Security to access this site must allow only key Print Contractor and MDE-identified and -approved staff access. The Print Contractor must assist the Project Coordination Contractor in issuing passwords and oversight for the management of electronic document exchange with MDE and other Contractors.
- D. MDE reserves the right to have any individual's user identification code removed. MDE must 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 individual will be assigned to each user identification code. Each user identification code must be passcode restricted.

4. Kick-Off Meeting

The key staff of the Contractor, MDE, other Print and Online Contractors and any Subcontractors must meet to review project plans, schedules and activities. The goal is to coordinate the organization of all parties to successfully produce



high-quality materials and processes required for the administration, scoring, and reporting of Michigan's assessments. The Contractor agrees to and with all the conditions described in Section 1.022-4 A, B, C, and D.

A. Location and Duration

The face-to-face meeting will take place in Lansing for two to three days. For additional information regarding meeting planning, see **Section 1.024**.

B. Synchronization of Preliminary Schedules

The Print Contractor must assist the Project Coordination Contractor with synchronizing schedules and adjusting as necessary for MDE approval.

C. Demonstration of MDE Architecture Components

MDE will provide an overview and brief demonstration of MDE's Secure Site, Item Bank System (IBS) and in-house composition, psychometric, and reporting services. MDE will address questions related to pre-identification of students, assessment material orders and tracking, requirements, data file structures, composition production schedules, test maps, IBS functions, reporting requirements, and any other topics needed to execute each assessment program.

D. Meeting Responsibilities

The Print Contractor must work with the Project Coordination Contractor and other Print and Online Contractors to provide shared leadership and supporting materials needed for the Kick-Off Meeting, such as the agenda and documents from the previous assessment administration cycle. For information regarding meeting costs, see **Section 1.024**.

5. Quality Assurance Planning

The Print Contractor must provide a plan for updating existing MDE printing requirements, developing new requirements according to projected timelines, and conducting User Acceptance Testings (UATs) based on the following:

A. Requirements Gathering and Documentation

The Print Contractor and MDE must utilize Michigan-based components of current requirement documents for administering, scoring and reporting results of assessment programs as the basis for developing updated requirements.

B. UAT

The Print Contractor must describe the UAT that will be developed to ensure that all materials and processes (including hand-offs and deliverables) are accomplished and produced with 100% accuracy.

C. The Contractor's plan must receive written pre-approval from MDE.

6. Distribution of Forms

The Print Contractor will receive plans for distribution of forms and/or items that are well suited to the mode of assessment administration used. For this Contract, there are two modes of distribution for summative tests: stratified cluster sampling and spiral fixed form. All procedures used for distribution of forms are based on MDE-approved requirements that have been determined through a collaborative requirements gathering process with the MDE Measurement Research and Psychometric team.

Please note: *Because MDE employs pre-equating (the use of fixed item parameters from field testing) as a critical part of its equating and scaling methodology, it is critical that field-test (non-scored) items be calibrated with operational items in such a way that the pre-equated item parameters are representative of how those field-test items would behave if administered to all students. To ensure this outcome in MDE's current practices for paper-and-pencil tests, multiple operational fixed forms are randomly distributed to buildings using a stratified cluster random sampling plan. This results in each building being assigned to a single form in addition to many districts that will be assigned a single form.*



A. Stratified Cluster Random Sampling Plan

For the first two years of the Contract (2013-14, 2014-15), Michigan plans to continue using a stratified cluster sampling approach to help ensure adequate distribution of test forms and embedded field-test items across key building- and student-level demographics/characteristics in addition to geographic distribution throughout the State. MDE and the Project Coordination Contractor must finalize sampling plan requirements with the Print Contractor, which must be approved 30 or more days prior to the pre-determined date for finalizing print quantities per form.

1. The Project Coordination Contractor must provide a stratified cluster random sampling plan to the Print Contractor for print and distribution purposes. The plan is based on MDE's pre-approved requirements that utilizes district form assignment per stratum. A description of the required steps includes the following:
 - a. Districts are assigned to one of three strata. Forms are randomly assigned within each stratum. Since District assignment to a specific stratum may change based on enrollment size, demographics, etc., MDE may revise stratum assignments annually, so Contractor deliverable schedules must take this into account.
 - b. Stratum I includes Detroit, Education Achievement Authority, Utica and Grand Rapids, Michigan's four largest districts in terms of pupil enrollment. Because of the diverse characteristics of these district populations and their size, the goal is to ensure that as many of the forms or unique sets of field-test items are dispersed within those districts. This means that in these four districts the sampling must be done at the building level, within the district.
 - c. Stratum II includes Flint, Saginaw, Highland Park, Muskegon Heights, Plymouth-Canton, Holland, and Lansing. It consists of seven districts with unique demographics that warrant special consideration for receiving more than one form.
Each district in Stratum II receives multiple forms; only one form assignment per building. (The Dearborn school district, for example, is in this stratum due to the high proportion of Arabic-speaking students who are also ELLs in selected schools.)
 - d. Stratum III consists of all of the remaining districts. A district receives only one form of each test across all buildings within a given district. In other words, a district would receive the same form number for all of the assessments. Stratum III form numbers are assigned at random. (For example, Ann Arbor Schools might be a "Form 3" district, with Form 3 being assigned to all grades of ELA, mathematics, science and social studies across the entire district.)
2. A number of steps are used for developing the stratified random form assignment. (Interface 7 – **Diagram 1.2**) Using mathematics for a specified grade/content area as an example, the steps are summarized as follows:
 - a. Compute "population values" across all forms for all variables of interest: percentage of limited English proficiency; percentages of white, black, Hispanic and others for ethnicity.
 - b. Randomly assign form to each school.
 - c. Compute the same set of statistics (see step 1) for each form; also compute the sample size for each form.
 - d. Compute the sum of the absolute difference between population values and sample values.
Repeat steps b through d 5,000 times and pick out one sample. Criteria are: (1) smallest difference between population values from step 1 and sample values from step 3 across the variables; (2) similar sample sizes across forms.
3. A standardized file format indicating form assignment must be used for all assessments. The Project Coordination Contractor, MDE, and the Print Contractor must gather requirements for standardizing the file format, which MDE will make available to the Print Contractor as a direct table read. (In fall 2013, the Project Coordination Contractor will use the existing file format for the initial pull of MEAP.)
4. Quality Assurance Plan (QAP) for Stratified Cluster Random Sampling Plan
 - a. The Print Contractor must develop a QAP for ensuring that test forms for schools and districts are accurately pulled and disseminated according to the approved sampling plan.
 - b. QAP and UAT requirements related to the sampling plan must be reviewed with the Project Coordination Contractor, and MDE Measurement Research and Psychometric team providing final approval.

B. Distribution of Spiral Fixed Forms

Currently, only MME uses a spiral fixed form approach for distribution of materials. Once computer-based testing is implemented for summative tests, printed test materials will also be provided only to schools that are unable to administer summative tests online. The State plans to distribute all summative tests using a spiral fixed form approach during the third year of the Contract, when approximately 35 percent of the students will be using print materials. The Project Coordination Contractor must provide a plan for distribution of spiral fixed forms based on MDE-approved requirements that have been determined through a collaborative process with the MDE Measurement Research and Psychometric Team.



1. The process will begin by computing State of Michigan population values for all of the variables to be included as sampling constraints. The current constraints contain, but are not limited to, the following variables: (Interface 7 – **Diagram 1.2**)
 - a. Gender (2 levels)
 - b. Ethnicity (7 levels)
 - c. SES (2 levels)
 - d. Special Education (2 levels)
 - e. English Language Learner (2 levels)
2. The number of forms, in combination with the demographics, must be used to determine the ideal form assignment at the student level. For printed booklets, it is imperative that the exposure of the various forms be balanced and representative of the demographics of the State of Michigan.
 - a. Each form is to be administered within each building for a grade and content area. When available, classroom/group information must be used to determine the demographic make-up of each school's potential sampling frame.
3. The Project Coordination Contractor, MDE, and the Print Contractor must gather requirements for standardizing the file format for distribution of spiral fixed forms, which MDE will make available to the Print Contractor as a direct table read.
4. Quality Assurance Plan
 - a. Form usage and demographic distributions must be pre-estimated as part of MDE's approval of the sampling plan.
 - b. The sampling plan must be analyzed to determine its strength: Will all forms be exposed in equal numbers (taking into account accommodated versions, which may not be unique) to appropriate proportions of the demographic constraints/variables? The proportions must be within a standard error of the population value.

7. Call Center(s)

The Contractor must provide a call center to handle Level 2 and Level 3 phone calls and emails regarding Michigan assessments and projects included in this Contract. The Project Coordination Contractor must handle all Level 1 phone calls and emails for this Contract. The toll-free phone number is provided by MDE, which routes calls to the appropriate call center. Michigan Assessment Coordinators will use this/these number(s) or email address(es) to ask questions and clarify information.

- A. The Print Contractor must provide a call center to handle all Level 2 and 3 phone calls and emails for the duration of the Contract.
 1. The Call Center must be staffed by persons knowledgeable about each assessment program, including materials, processes, and use of Michigan's MDE Secure Site for functions related to administration, scoring, and reporting.
 2. The Call Centers for all Contractors included in this Contract must recognize three levels of support.
 - a. Level 1—Call Center agents for the Project Coordination Contractor must provide coordinated Level 1 support for all Contractors included in this Contract. Level 1 Call Center agents must respond to routine questions that have approved answers.
 - 1) Level 1 Call Center agents must use approved, scripted answers that have been documented for agents in User Guides, Test Administration Manuals, FAQs, and other pertinent documents that have been provided as part of Level 1 training and are stored in the Contract's SharePoint repository for easy access and revision control.
 - 2) All Contractors with Level 2 and 3 Call Centers must provide training for responding to Level 1 calls, which are defined as routine questions that have approved scripted answers. Examples of online testing questions include the following:
 - a) Questions about online testing preparation include questions about scheduling online test sessions, training test administrators on online procedures, Michigan policies and procedures, and installing secure browsers.
 - b) Questions during the start-up or beginning of the test window include queries about using the system, setting accommodations, understanding participation, and understanding how to create class-testing rosters.
 - c) Questions during the ongoing administration tend to include resolving questions about system access, passwords, the proctor session, the student interface, and resolving issues involving network latencies.
 - 3) All Contractors with Level 2 and 3 Call Centers must provide multiple staff for the initial in-person training that will take place at the designated Level 1 Call Center. Initial training for online testing must include the following:



- a) Training on the functionality of each component of the online testing systems, including the policies and procedures set forth in all the user guides and manuals.
 - b) Training based on each stage of an online administration: preparation, startup, and ongoing administration.
 - c) Training on the use of detailed scripts, which enable Level 1 agents to ask a series of questions to callers and thereby quickly diagnosing the system and point of issue with which the caller is experiencing difficulty.
 - d) Project-specific training on each assessment's major test administration requirements
- 4) All Contractors with Level 2 and 3 Call Centers must provide follow-up training, as needed for the following:
- a) Subsequent test cycles;
 - b) Changes in systems or procedures;
 - c) Documented instances of Level I calls mistakenly transferred to Levels II and III; and/or
 - d) Level II and III calls mistakenly transferred back to Level 1 for resolution.
 - e) Clarification or resolution of communication and/or training procedures as identified by project management processes for escalation of issues (See Section 1.041)
- b. Level 2 – Calls that are highly technical in nature or involve new/unique situations are forwarded to the designated Contractor or to a pre-assigned MDE staff member for response.
- 1) Complex questions about shipment of print documents or connection issues with an online assessment system are examples of Level 2 calls.
 - 2) Level 2 and 3 Call Center providers requiring immediate electronic information (such as caller and school information) from the designated Level 1 Call Center for transferred calls, must provide the same and/or compatible software (used by the Level 2 and 3 Call Center) to the designated Level 1 Call Center.
- c. Level 3—Requires email notification and follow-up phone call to designated MDE staff, who locates the answer and provides resolution or status with email response and return phone call to the Contractor's Call Center within two working hours of the original service request, and every 24 hours thereafter until a solution is found.
- d. The Contractor must interface with the MDE Secure Site to obtain assessment coordinator and school information using a direct table read.
- B. Staff must be available from 8 a.m. to 5 p.m. EDT/EST on Monday through Friday (excluding Federal holidays, but including summer vacation days) throughout the entire duration of the Contract.**
1. During test administration, staffing must be available beginning at 7 a.m. EDT/EST for Level 2 call referrals.
 2. The staffing of the Print Contractor can be variable, but must be adequate so that level 1 Call Center agents are not:
 - a. put on hold for long periods (5-minute maximum),
 - b. unable to reach someone due to busy signals, or
 - c. otherwise unable to receive assistance.
- C. Based on an average estimate of 600 calls per month, with a peak of approximately 1,800 during each of the two MME assessment windows (initial and make-up), the Contractor must provide the following:**
1. Identification of call center software and version for this Contract, including pre-approval of new versions prior to installation;
 2. Identification of procedures for call monitoring and escalation;
 3. Identification of procedures to ensure consistent responses to the same issues.
- D. Quality Assurance Plan**
1. The Print Contractor must provide Level 2 and 3 Call Center Detail Reports on a monthly basis, providing:
 - a. Date/Time (hours, minutes and a.m. or p.m.) service request received problem, and name and location of requestor.
 - b. Date/Time (hours, minutes and a.m. or p.m.) service request closed and resolution.
 - 1) Name of person providing resolution
 - 2) Service report control number
 2. Other information also required for the monthly Call Center report includes:
 - a. Volume of calls by day and hour
 - b. Average time on hold by day and hour
 - c. Minimum and maximum hold time by day and hour
 - d. Number of dropped calls by day and hour
 - e. Average time on hold before calls were dropped by day and hour



3. Additional information may also be required for the monthly Call Center report upon request of the Contract Compliance Inspector (CCI) based upon experience with the performance of the Call Center and/or unanticipated types or volumes of support calls.
4. Requirements Gathering and Ongoing Project Management Processes
 - a. Requirements are gathered for Level 1 training,
 - b. UATs are conducted for installation and use of Level 2 and 3 call center (or compatible) software at the Level 1 call center site.
 - c. Common call center project management processes are shared and followed, including issue identification and escalation procedures (see **Section 1.041**).

8. Test Form Development

MDE's test development and psychometrics staff will be responsible for approving test forms that are developed using the DAS Item Bank System (IBS) internally developed computerized blueprints or test-specific algorithms will be used as appropriate. The Print Contractor must use MDE's IBS test maps for fixed-form test maps.

A. Print —Fixed-Form Test Maps

For spiraled, fixed-form tests, the IBS makes the "test map" available to the Print Contractor via a direct table read. This is Interface 12 (Print), as described by the Interface Diagram, **Diagram 1.2**.

1. The test map provides test form data and descriptions by item for each test form printed.
2. The test map is based on the test blueprint and internally generated by IBS for each test type, defined by program, content, and grade.
3. There can be multiple forms for each test map. Test Maps for Braille and Emergency test forms are provided separately.
4. The test map lists the test item occupying each position in the assessment, the item, and several content-based and psychometric characteristics of each item (e.g. content standard, DOK, item position, p-value, IRT parameters, answer key, points possible).
5. The Contractor must analyze, review and validate each test map provided by MDE at the beginning of each assessment cycle to ensure that POFs and/or XML scripts match test map contents.

9. Pre-Identification of Students

The MDE Secure Site produces the "Pre-ID" file of test-takers that will be made available to the Print Contractor via a direct table read, using Interface 7 (Print), **Diagram 1.2**. The MDE Secure Site currently provides two dates for initial and update pull(s) of fall pre-ID data. Pre-ID pulls are currently identified by date ranges. The Print Contractor must pull pre-ID student information according to a pre-established schedule for each test cycle as well as on demand.

A. Print Materials

1. Initial Pull

The Print Contractor pulls the initial file of pre-identified students for a test cycle on a pre-established date according to the schedule.

- a. The Print Contractor uses spray-on process for student barcode information on scannable test booklets.
- b. The Print Contractor pre-prints student barcode information on answer documents for 2013–14. Digitally printing student barcode as a data flow on gray-scale scannable answer documents as a once-through digital print process will also be piloted in 2013-14, with implementation planned for 2014-15.
- c. For fall 2013, pre-ID information for the initial pull of MEAP must be provided by the Project Coordination Contractor according to the existing file layout provided by MDE. All other pre-ID information must be provided as described in 1a and b, above.

2. Update Pull(s)

a. The Print Contractor pulls an update of pre-ID data to produce labels for schools and districts to affix to scannable documents in a pre-specified area. A sample barcode label and label specifications are provided in **Section 1.022**.

Please Note: MME demographic information for Day 3 labels for the Michigan-developed component must be provided for use with ACT's Day 1 and Day 2 labels.

- b. Labels for the Update Pull are printed and shipped separately from test materials.
- c. School personnel will separate the labels by grade, subject, and class for use during testing.
- d. For some test types, currently grade 3 MEAP and MEAP-Access reading, two labels are printed: one for the session 1 reading booklet and a second for session 2.
- e. New Enrollees—Schools locally print pre-ID labels for students who enroll at the time of testing.
 - 1) Schools enter student information and demographics into the MDE Secure Site and print scannable label(s) for tests to be taken.
 - 2) Labels can be affixed to blank or unused answer documents.



3. Quality Assurance Plan
 - a. Initial Pull: For students entered into the MDE Secure Site by the end of the initial pre-ID window, MDE will provide data to the Print Contractor for spray-on (grade 3) or pre-printed barcodes (grades 4–9 and 11). Prior to production, samples of spray-on and pre-print processes must be quality-checked for smudging, etc., that could occur in the normal handling process that could prevent accurate reads as part of the image scan process.
 - b. Update Pull: MDE provides data for Contractor to produce Pre-ID/barcode labels for additional students entered into the DAS Secure Site after the Initial Pull date. Prior to production, samples of Pre-ID/barcode labels must be quality-checked for smudging, etc., that could occur in the normal handling process that could prevent accurate reads as part of the image scan process.
 - c. Locally printed Pre-ID barcodes are printed for students entered into the DAS Secure Site for a test after the Update Pull date. The Print Contractor must provide specified numbers of blank labels for this purpose.
4. Requirements Gathering and UAT

The Print Contractor, MDE, and the Scan/Score Contractor (Measurement Inc.) for printed materials must update requirements for printing barcodes (using spray-on, over print on machine-scannable answer documents and direct print on labels) to ensure that barcodes are in the correct location on the document for the scan/score processes and products used (such as ink) is of sufficient quality to prevent smudging, etc.

10. Test Preparation

The MDE IBS Test Map is currently used to generate an export of all assessment items as part of preparing tests to be printed, also known as test composition.

A. Print Materials

- The Print Contractor must work closely with the Scan/Score Contractor to ensure that the design print specifications for barcodes on secure materials and scannable answer documents can be successfully read with the Scan/Scoring Contractor's electronic readers and scan equipment. The Print Contractor is responsible for printing the following materials:
1. Scannable answer documents
 - a. MDE will provide standard design mock-ups and layout requirements for scannable answer documents for each assessment, grade and content area.
 - b. The answer document must contain fields for students to bubble in supplemental information to be scanned and added to the scored file.
 - c. Answer documents for some content areas, grades and assessment programs must also provide an area for constructed responses.
 - d. The Print Contractor must provide a final proof for Scan/Score Contractor and MDE approval before print.
 2. Scannable test booklets
 - a. In fall 2013, the Print Contractor must use Grade 3 Print Optimized Files (POFs) provided by MDE to create both the initial and emergency scannable Grade 3 Test Booklets. (Interface 12 – **Diagram 1.2**)
 - b. The Print Contractor must provide a final proof for MDE of the final Print Optimized Files (POFs) before print.
 - c. Final sign-off dates must be established in the MDE-approved project schedule(s). (See **Section 1.041**)
 3. Non-scannable test booklets
 - a. The Print Contractor must use Print Optimized Files (POFs) provided by MDE to create the Initial, Emergency (grades 4–9), and Make-Up (MME only) non-scannable test booklets currently used.
 - b. MDE will provide POFs of all non-scannable test booklets on the electronic data management site for the Print Contractor.
 - c. The Print Contractor must then conduct an independent proofing of the POFs for all test booklets of all assessment programs content areas, grade levels, and forms including Initial, Make-Up, Accommodated, and Emergency Forms of the tests before providing the POFs to MDE for final approval.
 - d. The Project Coordination Contractor must receive final POF's for security barcode approval from the Print Contractor prior to MDE final approval and print start date.
 - e. A sample of each type of material for all print production copies must be provided to MDE immediately following the initial print run.
 4. Accommodated Test Materials
 - a. The Print Contractor must produce all accommodated test materials. The accommodated versions are unique to the content and grade level for each assessment program. A table showing the types of accommodated versions that are available by assessment
 - b. The Print Contractor must duplicate and distribute all compact disks (CDs) which contain the audio test accommodations. POFs of materials with security barcodes and machine-scannable materials will be provided to Scan/Score Contractor for approval and to MDE for final approval.



- c. The Scan/Score Contractor must receive final POF's of accommodated materials with security bar codes and machine-scannable materials from the Print Contractor prior to MDE final approval and print start date.
5. Auxiliary Test Materials

Measuring tools, such as rulers required for one or more test items, are specified on test maps drawn from IBS and produced according to item specifications and stated quantities.
6. Supporting Materials for Test Administration

A test administration manual (with sections for each assessment program except MME) and a security compliance form are developed by MDE for use with all assessments in a test cycle. The exception is the MI-Access manual that is used for both the fall and spring test cycles. Test Administration Directions are produced for each assessment program, content area, and grade level (if applicable). These items are produced by the Contractor in conjunction with MDE. Other supporting materials, such as the Return Verification Form, Material Return and Special Handling envelopes, as well as all materials needed for securing, organizing and returning test materials for scoring, are developed by MDE and produced by the Print Contractor, with MDE approval.

 - a. Test Administration Manual (TAM) and Test Administration Directions
 - 1) The Test Administration Manual provides general information for each test cycle, including directions for Call Center hours, contact numbers, ordering and return of materials, etc.
 - 2) MDE also develops Test Administration Directions for each grade level and type of assessment.
 - 3) The manuals and directions must be made available to Michigan educators in both online and print format.
 - 4) POFs are produced by MDE Composition and electronically transferred to the lead Contractor for overall project coordination's electronic management site for direct access by the Print Contractor. The production includes a multi-step editing process.
 - 5) The Print Contractor must perform a final proofing of POFs before printing and submits to the Scan/Score Contractor for final proofing of directions for return of print materials (secure and non-secure) prior to MDE final approval. Please note: For MME, the Contractor makes initial edits to the MME standard time and accommodated test administration manuals and then works with MDE to produce the final drafts and POFs.
 - 6) The Print Contractor utilizes a spine coding system that visually distinguishes each content area and grade or test level from one another once materials are removed from shrink-wrapped packets. This also allows, where possible, additional material orders for a cycle to contain items from one or more assessment programs to be shipped together, but easily sorted.
 - b. The Print Contractor must print a pre-specified number of Test Administration Manuals and Test Administration Directions using MDE-produced POFs according to the test cycle schedule. See sample schedule for 2013–14 cycle, **Section 1.041**.
 - c. Return Verification and Security Compliance Forms: The Contractor must develop each of these forms as a gray-scale, scannable form that can be used for all assessment programs. The Contractor must develop and print these non-secure forms and must include them in the shipments to schools. MDE Secure Site access to printable templates for these forms will be piloted during the 2013–14 test cycle.
7. Quality Assurance Plan (QAP) for Print Materials

The Print Contractor must provide a QAP for printing any and all test materials that is first approved by the Scan/Score Contractor and MDE as part of the proposed process that includes the following:

 - a. The QAP includes procedures for oversight of print accuracy, quality, and security related to all Michigan assessment materials and processes. This includes selection of paper of sufficient weight and opacity to prevent print "bleed through" from the reverse side of a student test booklet that could interfere with a student's test administration.
 - b. The QAP equally applies to any and all Subcontractors and provisions for print quality and test security, including their storage.
 - c. The Contractor must shrink-wrap in designated package counts, apply security barcodes, and with MME provide seals for Day 3 test sections.
 - d. Examples of produced materials, as described above, include test booklets, answer documents, Test Administration Manuals, Reader Scripts, Enlarged Print test booklets, Braille test booklets, Audio CDs, Video DVDs, and Braille Notes.
8. Updating Requirements and UAT
 - a. Print Contractor requirements for developing image-scannable documents must be updated based on the Scan/Score Contractor's hardware and software used for this project.
 - b. The UAT for image-scannable documents is referred to as the Scan/Edit UAT, which consists of 500 (or a mutually agreed-upon number) of scannable answer documents that are pre-labeled with the same set of fictitious students and hand-filled bubbles designed to capture all bubbles on the scannable answer booklet or document.



- c. DAS, the Print Contractor, and the Scan/Score Contractor must work together to standardize scannable documents and pilot use of the DAS Secure Site to print pre-labeled image-scannable non-secure documents (security forms, answer documents, etc.) onsite in schools and districts.

B. Printing of Material Return Documents

1. The Print Contractor must print all documents required for the return of test materials according to print specifications provided by Scan/Score Contractor. This includes the following:
 - a. Return Instructions
 - b. Header Sheets: At the request of the Contractor this includes pre-printed header sheets for the first two years of this Contract.
 - c. For MME only: An Administrative Forms envelope and an Irregularity Reports envelope: These are used in the return of MME materials after testing is complete. The Print Contractor must provide a means for returning materials that require special handling.
2. The Print Contractor must ship all printed materials to the Scan/Score Contractor according to a pre-specified date.
3. Quality Assurance Plan (QAP) for Print Materials
 - a. Update descriptions of paper-and-pencil (print) test material return documents and processes.
 - b. Determine distribution timeline and processes for packets of test material return documents.
 - c. Provide narrative of results for 5a and b to be included in the Test Administration Manuals.
 - d. The User Acceptance Plan is based on updated print requirements.

11. Training of Test Administrators

The Print Contractor has committed to delivering each requirement outlined in **Section 1.022** 11A, B, C, and D (see below). The Print Contractor must work closely with MDE and the Project Coordination Contractor to develop standardized training presentations for Michigan assessment programs. The Project Coordination Contractor is responsible for the training and meeting arrangements during this Contract. (For additional information, see **Section 1.024**.) Please note: Individual Contractors are not responsible for MME workshop locations or refreshments (this is covered by ACT[®]).

- A. MDE will present important aspects of planning and administering the Michigan Assessment programs in a live video or webcast for each assessment program. The initial training videos will be recorded for subsequent workshops with Michigan Assessment Coordinators and Test Administrators. For MME, the workshops are for the training of MME Test Supervisors, Back-up Supervisors, and Test Accommodations Coordinators.
- B. The Print Contractor must provide information relevant to testing deliverables and services provided in this Contract (as applicable). This includes information about packaging of materials, additional order, test delivery and printed accommodations.
- C. A draft of the training presentations must be submitted to MDE for review and approval, no less than 14 days prior to the training workshop.
- D. MME Test Administration
 1. For MME, training of test administrators is a joint presentation with ACT[®], the Contractor(s) responsible for Day1 (ACT[®]) and Day 2 (WorkKeys[®]) of the MME.
 2. Contractor representative(s) must attend each training session to answer questions.
 3. There are currently three training workshops at selected locations in the State (1-day in September, 3-days in November, 1-day in February). The Contractor must provide 2-3 trainers per workshop this includes travel, and lodging costs.

12. Packaging and Distribution of Printed Assessment Materials

A. Print

1. The MDE Secure Site produces lists of assessment materials and quantities for each assessment program that are made available to the Print Contractor via a direct table read. Refer to Interface 7 – **Diagram 1.2**.
2. Ordering Materials
 - a. In Fall 2013, schools will order testing materials through the MDE Secure Site, where various rules will be applied to the order quantities, including overage calculations. MDE will provide data for ordering to the Print Contractor for use in packaging and addressing material shipments.
 - b. In 2014–15 and beyond, the pre-ID for spring testing will be used to determine initial orders of paper-and-pencil testing materials for spring assessments.



3. The Print Contractor must use the MDE Secure Site data to fill initial material orders, additional material orders, make-up material orders, and Emergency material orders according to Scan/Score Contractor and MDE-approved requirements and schedules established for the packaging and distribution process.
 - a. The pull of initial order information contains entity shipping information for school and districts. It occurs once, on a date pre-established in the project schedule as a milestone date.
 - b. Additional order information is pulled daily, for a MDE-specified period of time.
 - c. Accommodated forms and materials:
 - 1) In 2013–14, accommodated forms and quantities are specified in order information.
 - 2) In 2014–15, accommodations are specified by student, as part of the pre-identification data.
4. Packaging of Materials
 - a. The Print Contractor must package materials by school using quantity information from the BAA Secure Site.
 - b. The Print Contractor must package and ship secure and non-secure materials in separate shipments. These shipments must be scheduled to arrive in the schools by specified dates that may differ depending on material type (secure, non-secure, and make-up).
 - c. The Print Contractor must pre-identify the answer documents by a date mutually agreed upon by MDE and the Contractor, using available student information from the MDE Secure Site. These answer documents must be sorted by grade, subject/content area, class/group code, and student last/first name, and shipped to schools.
 - d. The Print Contractor must also be provided with a date by MDE to provide Pre-Identification Labels for those students identified on the MDE Secure Site after the mutually agreed-upon date for pre-identification of answer documents but before answer documents are packaged.
 - e. The Print Contractor must also provide 10 blank sheets of labels in the shipment for use by schools for testing students who were not pre-identified by the Contractor.
 - f. MME: The Print Contractor must package make-up tests based on orders placed by each school using the MDE Secure Site after initial test administration has been completed.
 - g. The Print Contractor must schedule the shipments of make-up testing materials to arrive in the schools before the make-up test administration date.
5. Accommodated Material Kits:
 - a. The Print Contractor must assemble accommodated material kits by type of accommodated material ordered and must ship kits to the schools.
 - b. In addition to accommodated test materials, all kits must include a printed copy of the accommodated test form, the appropriate test administration manual and a cover sheet/packing list.
 - c. For MME, the Print Contractor must package by school and ship to the attention of the appropriate Test Accommodations Coordinator's (TAC) attention.
6. Order of Packing:
 - a. School and district materials must be packed in the following order:
 - 1) First Group: Strata 1 and 2 Districts, not including Detroit City Schools, and a few Stratum 3 districts at the request of the Project Manager
 - 2) Second Group: Remaining Stratum 3 Districts
 - 3) Third Group: Detroit City School District (schools ordered alphabetically)
 - b. Special Requests for Shipping Destinations:
 - c. The Print Contractor must accept special requests for shipment through MDE or the Contractor's call center.
 - d. Materials are packaged by school and are shipped to school or district as chosen by the school on the secure site.
7. Distribution of Test Materials:
 - a. The Print Contractor must ship test materials to arrive in schools by MDE-specified dates.
 - b. The Print Contractor must ship test materials as follows:
 - 1) Initial non-secure standard test material orders
 - 2) Initial secure standard test material orders
 - 3) Initial accommodated test material orders
 - 4) Additional non-secure standard test material orders
 - 5) Additional secure standard test material orders
 - 6) Additional accommodated test material orders.
 - c. The Print Contractor must ship make-up or Emergency test materials to arrive in schools by MDE-specified dates.
8. Quality Assurance Plan
 - a. Update requirements for distribution of materials.
 - 1) Materials are packaged by school and shipped to school or district as requested by district through the MDE Secure Site.



- 2) Materials are to be received at the school or district no later than two weeks prior to testing.
 - 3) Original shipments and additional orders are all to have tracking information available from the contractor that is uploaded to the MDE Secure Site.
- b. Customer Acceptance Plan is based on updated requirements and information provided for Packaging and Distribution.

13. Test Administration

The Project Coordination Contractor must provide a Call Center with trained staff for all level 1 calls and emails. The Print Contractor must provide knowledgeable staff that are available to respond to level 2 calls, and escalate, if needed to level 3. See response to **Section 1.022 #7** for additional information.

A. Communication During Test Administration

1. The Print Contractor(s) must have qualified Call Center staff available to handle level 2 and 3 questions from the schools during test administration that are directly related to the printing and distribution of test materials for paper-and-pencil administration. See **Section 1.022 #7** for additional information.
2. The Print Contractor receives calls from the MDE toll-free number 1-877-560-8378, which links calls based on types of questions or issues identified by the caller's use of the key pad.

14. Document Retention and Storage

The Print Contractor must work with MDE to update retention requirements for print and electronic documents. MDE must have access to all stored documents and files at any point during the Contract or within agreed-upon retention guidelines.

1. Physical Materials
 - a. The Print Contractor must retain a cycle's samples of unused secure physical materials for two full years.
 - b. Meeting documents, such as sign-in sheets
2. Electronic Files, etc.
 - a. Import, export files
 - b. POFs, print samples

15. Technical Report

The Print Contractor must provide requested information and data related to assigned work deliverables for each respective program's Technical Report.

The Print Contractor must generate drafts of requested information for Technical Reports and provide to MDE for review and approval.

The following list identifies technical reports and appendices about Statewide assessments administered by the MDE, Bureau of Assessment and Accountability. Reports appear by assessment name, followed by their associated appendices, if any. They can be found at:

http://www.michigan.gov/mde/0,1607,7-140-22709_35150-172665--,00.html



MEAP Technical Report, 2010–2011

- [Appendix A: Summary Statistics of Matrix Sampling](#)
 - [Appendix B: Data Created for Field Test Items](#)
 - [Appendix C: Computation of DIF Statistics](#)
 - [Appendix D: Statistics Used on Item Labels](#)
 - [Appendix E: Independent Quality Assurance Review](#)
 - [Appendix F: Updated Revised Accommodation Summary Table](#)
 - [Appendix G: Sample Output for Key Check](#)
 - [Appendix H: Item Statistics](#)
 - [Appendix I: Standard Setting Technical Report](#)
 - [Appendix J: Classical Item Statistics](#)
 - [Appendix K: Scale Score Statistics and Performance Level Percentage](#)
 - [Appendix L: Histogram of Scale Score Distributions](#)
 - [Appendix M: Summary of Item Response Theory Statistics](#)
 - [Appendix N: Summary of Item Fit Statistics](#)
 - [Appendix O: Alpha Reliabilities](#)
 - [Appendix P: Empirical IRT Reliabilities](#)
 - [Appendix Q: Rater Agreement](#)
 - [Appendix R: Statewide Classification Accuracy](#)
 - [Appendix S: ELA Alignment Study Technical Report](#)
 - [Appendix T: Mathematics Alignment Study Technical Report](#)
 - [Appendix U: Science Alignment Study Technical Report](#)
 - [Appendix V: Performance of Different Student Populations](#)
 - [Appendix W: Histogram of Scale Score Distributions by Student](#)
-

MI-Access Functional Independence ELA, Mathematics, and Science Technical Report, 2010–2011 Addendum, August 2011 (88 pages)

MI-Access Participation and Supported Independence ELA, Mathematics, and Science Technical Report, 2010–2011 Addendum, August 2011 (60 pages)

MME Spring 2011 Technical Manual: Final Report (317 pages)

18. Functional and System Requirements/Deliverables

A. System Interfaces

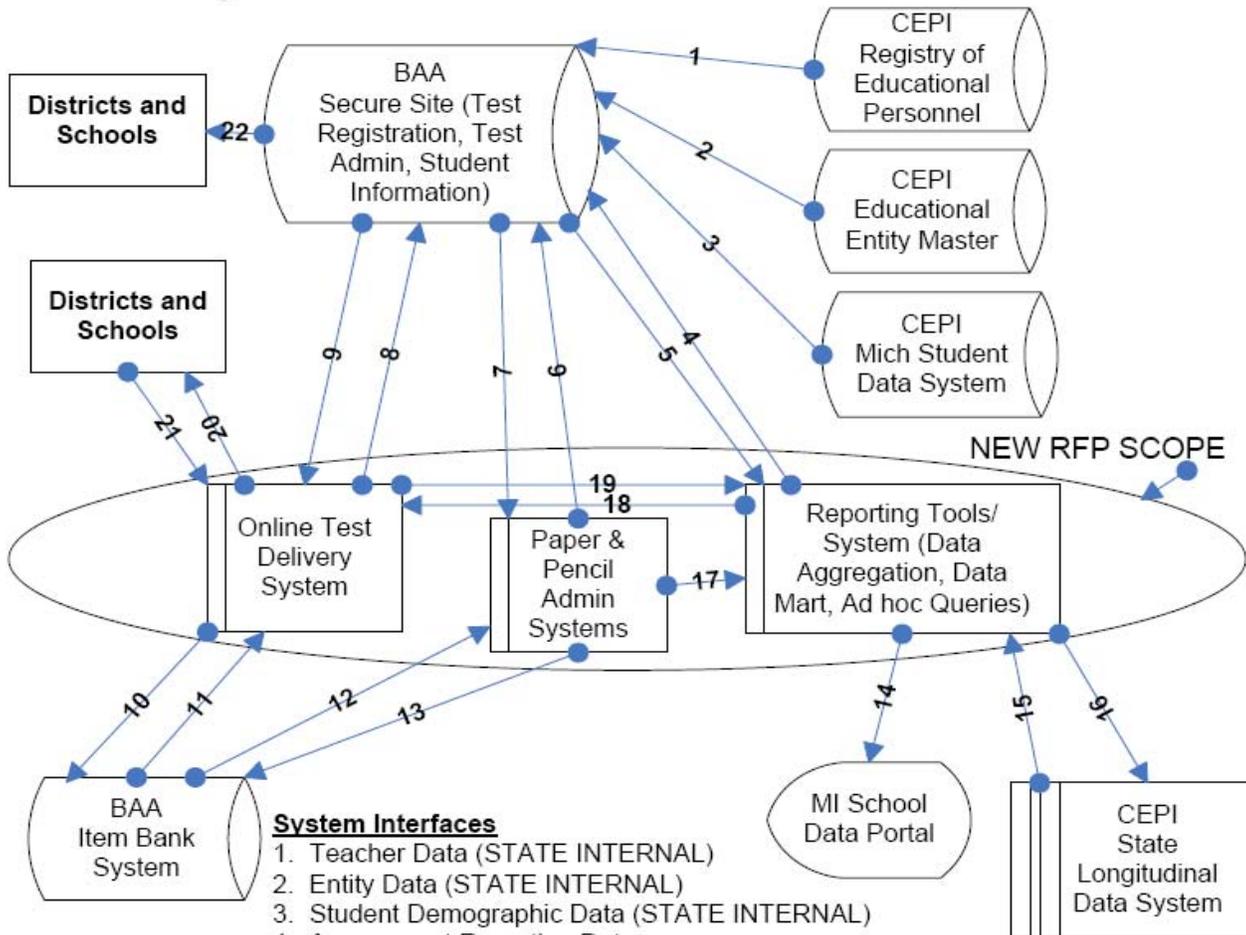
The Contractor's system to State system interfaces must utilize web services, XML data exchange, and/or direct (supporting Microsoft SQL Server 2008 and above) table to table reads/writes via VPN connection.

Security and authentication software for the MDE Item Bank is currently Tivoli. The MDE Secure Site is a State-created and maintained solution called MEIS. Please note: The description of the MDE technical systems and software, is included in the following section.



Diagram 1.2

BAA System Interfaces



System Interfaces

1. Teacher Data (STATE INTERNAL)
2. Entity Data (STATE INTERNAL)
3. Student Demographic Data (STATE INTERNAL)
4. Assessment Reporting Data
5. Student/Teacher/Class Group Data and data requests
6. Tested Roster/Answer Doc Images/Material Order/Shipping Data
7. Student Pre-id/Material Order/Roster Entity Data
8. Student Testing status Data
9. Student/Roster/Test Info/Entity Data
10. Item usage statistics
11. Items/Test Maps Data
12. Items/Test Maps Data
13. Item usage statistics
14. Aggregated Results
15. Historical Student Results
16. Student and Aggregated Results
17. Student Answers and Results
18. Historical Student Results
19. Student Answers and Results
20. Online test items
21. Student Responses
22. Report data

- Future Interfaces – Separate RFPs**
- Dynamic Learning Maps (MI-Access)
 - WIDA (ELPA)
 - Smarter Balanced Item Bank
 - Smarter Balanced Reporting System
 - Kindergarten Readiness Assessment
 - Tunnel to/from Student Information Systems



Diagram 1.2 – Description of the System Interfaces

1. Teacher Data (STATE INTERNAL)
 - a. Teacher data from the Registry of Educational Personnel (REP) are accessed for assessment purposes in the BAA Secure Site.
2. Entity Data (STATE INTERNAL)
 - a. Entity (School, District, and Intermediate School District (ISD) data from the Educational Entity Master (EEM) are accessed for assessment purposes in the BAA Secure Site.
3. Student Demographic Data (STATE INTERNAL)
 - a. Student demographic data from the Michigan Student Data System (MSDS) are accessed for assessment purposes in the BAA Secure Site.
4. Assessment Reporting Data
 - a. Reporting data are accessed by the BAA Secure Site in the Reporting System via a direct table read. The reporting system must support both static report displays and dynamic customized reports based on data-mining tools. Summative and interim assessment interpretive guides, graphic displays of data, and text must focus on the particular needs of students, parents, teachers, and school and district administrators. They must be tailored to each major user group and allow for varying degrees of customization, depending on the needs of the particular user group. Access to student data and reporting tools must be credential-dependent to ensure student privacy and protect the security of individual student results. The results must be of immediate value to students, parents, teachers, and school and district administrators. Through credential-based access to the reporting suite, stakeholders can view and generate meaningful interim assessment reports appropriate to their level of access.
5. Student/Teacher/Class Group Data
 - a. Teacher and student roster data will also be accessed by the reporting system from the BAA Secure Site for reporting purposes.
 - b. Data requests for ad hoc queries will be submitted through the BAA Secure Site to the reporting system.
6. Tested Roster/Material Order/Shipping Data
 - a. Contractor sends back packing list, shipment information and a link to the shipment tracking website.
 - b. Tested Roster overview: Tested Roster Processing is the method by which schools view scanned data from student answer documents and verify the demographic information. The data sent to the MDE Tested Roster process by the assessment Contractor do not include answer documents returned with non-scorable materials (such as secure but unused answer documents that are required to be returned, scanned, and accounted for but are not processed further). If a school finds any issue with the posted data, it alerts MDE, which in turn works with the assessment Contractor to correct the data. Tested Roster Processing includes the following processes:
 - 1) **No Bar Code processing:** The answer documents that were scanned with no bar code or invalid bar codes go through No Bar Code processing. If a bar code for the document can be located or created by MDE, the document is sent for No Bar Code processing. If the document cannot be assigned a bar code due to insufficient data, it is not included in further processing.
 - 2) **Duplicate Bar Code processing:** Answer documents with duplicate bar codes can exist for the same student or for different students. The assessment Contractor attempts to resolve as many duplicate bar codes as possible before sending any to MDE.
 - 3) **Out of Level processing:** A student may be administered a test in a grade level that does not match his enrolled grade. The student's documents are sent to the Tested Roster process and a new barcode may be assigned.
 - 4) **Tested Roster processing.** All answer documents that are valid for Tested Roster, including those that received a valid bar code as the result of bar code processing, are included in the Tested Roster processing. A valid answer document has at least one multiple-choice item bubbled or one constructed response in the answer document. A blank document is not sent to the bar code or Tested Roster processes. An answer document with no apparent bubbled responses to test questions, returned with scorable materials, is sent to data correction to confirm that all positions for bubbled and written answers are blank. The presence of demographic data, including a student bar code, has no bearing on this determination. Upon such confirmation, this document is marked as blank and is not processed further, including the processes in this document.



c. Barcode handling process:

Scenario	Handling Instructions
No barcode - no required values	Barcode cannot be assigned by BAA due to insufficient data. The document is not sent and not processed further.
No barcode - partial required values	<p>If the district-school code combination cannot be resolved, the record is not sent and the document is not processed further.</p> <p>If the district code and school code exist, but the grade, last name, first name, or birth date are missing, the record is sent but BAA may not be able to assign a barcode.</p> <p>If BAA cannot locate or create a barcode, the document remains as is until the school calls about it. The document is not processed further until it gets a valid barcode.</p> <p>If successful, the new barcode is retrieved and assigned to the answer document.</p>
No barcode - all required values	<p>The record is sent (including birth date if valid) and BAA attempts to locate or create a barcode.</p> <p>If this cannot be done, the document is not processed further.</p> <p>If successful, the new barcode is retrieved and assigned to the answer document.</p>
Invalid barcode - partial required values	<p>If the district-school code combination cannot be resolved, the record is not sent and the document is not processed further.</p> <p>If the district code and school code exist, but the grade, last name, first name, or birth date are missing, the record is sent but BAA may not be able to assign a barcode.</p> <p>If BAA cannot locate or create a barcode, the document must be reviewed and the school must be contacted to obtain more information about the document. The document is not processed further until it gets a valid barcode.</p> <p>If successful, the new barcode is retrieved and assigned to the answer document.</p>
Invalid barcode - all required values	<p>The record is sent (including birth date if valid) and BAA attempts to locate or create a barcode.</p> <p>If this cannot be done, the document is not processed further.</p> <p>If successful, the new barcode is retrieved and assigned to the answer document.</p>

- d. Tested Roster Issues: As the districts identify issues with scanned data, these issues are recorded and reviewed by the MDE business office. The following issues can be created by the Districts/Schools.
- 1) **Combine:** If a District/School determines that there are student tests on their roster that should be combined to one student, they submit a combine issue. The District/School chooses one of the student test records to be the Primary Test Record and the records they choose to be combined update the primary test record chosen. If the combine is accepted by MDE, the records are combined on the MDE system. The primary record is updated with the test information from the other records and the other records are unassigned from the test cycle. Tests of the same subject cannot be combined. Tests of different grades cannot be combined.
 - 2) **Missing Test:** If a District/School determines that there are student test records on their roster that are missing for a student, they submit a missing test issue for the content area that is missing. If a missing test issue is approved by MDE, the Contractor pulls the missing test information from the MDE system. If the Contractor finds the test for the student, and if the document qualifies for Tested Roster processing, the data from the scanned document are loaded to the MDE database. The issue created for the missing test is flagged as resolved whenever the data for the test are processed by MDE. If the Contractor finds the missing test and it is blank, MDE is notified. MDE marks the ticket as resolved with a comment that the test found was a blank. MDE updates student test records when appropriate.



- 3) **Missing Student:** If a District/School determines that there are students who are missing on their roster, they submit a missing student issue for the student who is missing. If a missing student issue is approved by MDE, the Contractor pulls the missing student information from the MDE system. If the Contractor finds the tests for the student, and if the documents qualify for Tested Roster processing, the data from the scanned documents are loaded to the MDE database. The issue created for the missing student is flagged as resolved whenever the data for the student are processed by MDE. If the Contractor finds all the tests for the missing student and they are all blank, MDE is notified. MDE marks the ticket as resolved. MDE updates student test records when appropriate.
 - 4) **Move:** If a District/School determines that there are students who are no longer in their district or school, they submit a move issue. If a move request is entered by the District/School and approved by MDE to a school within the requesting District, the test is moved to the new school. If a move request is entered by the District/School to move a student out of the district and it is approved by MDE, the student is moved out of the District and MDE will assign it to the correct school.
7. Student Pre-ID/Material Order/Roster Entity Data
 - a. The Contractor must be able to pull pre-ID data from the MDE system multiple times. For example, Pre-ID overprinting on answer documents, label printing by the Contractor and later pulls. **Student Pre-ID overview:** Pre-ID labels are sprayed on answer documents or attached to answer documents by school personnel to correctly identify a student and to associate the student's demographic information with his or her answer folder. Student demographic data used to create Pre-ID labels is provided by MDE. In grade 3 for both MEAP and MEAP-Access, two labels are printed for Reading because there are separate test booklets for session 1 and session 2. Note that if a student is not pre-identified for a subject, a label is not printed for that subject for that student even if the student is pre-identified for other subjects. Also, a label is not printed for a student when a student is incorrectly pre-identified for a subject when that subject is invalid for a grade. Pre-ID labels are printed on two different dates. For MEAP the Pre-ID labels from the initial printing are sent to the printer of the initial test materials and sprayed directly on the answer document (or test booklet/answer document for grade 3). For MEAP-Access the pre-ID labels from the initial printing are printed on Avery 5161 (or comparable) continuous form 1" x 4" labels (20 per page). Any new or changed student demographic data are captured during a second pre-ID label process, and are printed and shipped separately from test materials. School personnel will separate the labels by grade, subject, and class for use during testing. Labels for students who register late and whose demographic information is not contained in the two previous pre-ID label shipments are printed locally in the schools. The student demographic data are obtained via the MDE secure website.
 - b. Barcode specifications: Barcodes are printed as machine-scannable Interleaved 2 of 5 (I2of5) or Free 3 of 9 Extended Regular (Fre3of9x) barcode numbers and also as 10-digit human-readable barcode text in 8.5 point Arial font. The barcodes are approximately 1 5/8" wide and 3/8" high. The student barcode supplied by MDE is 10 digits in length and includes a check digit that is calculated by MDE.
 - c. The Contractor needs to pull the initial order information (a one-time pull) with shipping information for schools and districts and additional order information (on a daily basis for a period of time).
 8. Student Testing Status Data

Data related to student's online testing status are accessed by the MDE Secure Site.
 9. Student Pre-ID/Roster/Test Info/Entity Data
 - a. For the online test delivery system, the Contractor must be able to pull pre-ID data at the beginning of the test period and at a minimum on a daily basis throughout the test period.
 - b. The Contractor must use the State's UIC and a barcode generated from the State's Secure Site System in the online test delivery system.
 - c. The Contractor must utilize the grouping of students by the roster data retrieved from the DAS Secure Site, allowing test proctoring in these groups via the online test delivery system. This grouping is optionally entered in the BAA Secure Site by districts and schools.
 10. Item Usage Statistics

Item usage statistics data are accessed by the BAA Item Bank System from the Online Test Delivery System.
 11. Items/Test Maps Data

Item and test map data are exchanged from the BAA Item Bank System to the Online Test Delivery System.
 12. Aggregated Results

Assessment results aggregated for public reporting are made available via an extraction/transform/load process to the MI School Data Web Portal.
 13. Historical Student Results

Longitudinally connected student assessment data are made available for queries from the MDE Secure Site.



14. Student and Aggregated Results
Student-level and aggregated assessment data are made available via an extraction/transform/load process to the State Longitudinal Data System (SLDS).
15. Historical Student Results
Longitudinally connected student assessment data are made available for queries from the Online Test Delivery System.
16. Student Answers and Results
Student responses via the Online Test Delivery System are sent to the reporting system.
17. Online test items
Schools and districts utilize the Online Test Delivery System to administer tests to students.
18. Student Responses
Student responses via the Online Test Delivery System are entered for scoring and reporting.
19. Report data
Student-level and school and district aggregated results are available via the MDE Secure Site for teachers and administrators appropriate to their level of access.

1.023 Reserved

1.024 Conducting Meetings

Throughout the term of the Contract, there will be many meetings pertaining to the tasks covered by this Contract. The Print Contractor must be responsible for arrangements and compensation for all meetings related to that set of activities as specified in this Contract.

A. Basic Meeting Responsibilities of Contractor

1. In consultation with MDE, identify meeting titles, dates, and attendees.
2. Locate, reserve, and pay for a facility on the date(s) identified. The facility must have:
 - a. Seating capacity for the expected attendees.
 - b. A large display screen that can easily be seen by all attendees.
 - c. ADA compliance.
 - d. Unless specifically indicated to the contrary, all meetings will be held in Lansing, Michigan.
3. Arrange and pay for overnight accommodations for multi-day meetings for any attendee traveling between 50 and 150 miles to the meeting.
4. Arrange and pay for overnight accommodations for the night before, the night(s) during, and the night following any meeting for any attendee traveling more than 150 miles to the meeting.
5. Provide transportation for any attendee traveling out of the State.
6. Must have written approval from MDE's director before transportation arrangements are made.
7. Provide refreshments (water, coffee, tea, juice, soft drinks, and healthy snacks) for all attendees.
8. Provide healthy lunches to all attendees for meetings lasting more than four hours and beginning at or before 12 noon local time.
9. Prepare an agenda for the meeting.
10. Send out and track invitations to each meeting.
 - a. Send copies of agenda with invitations.
 - b. Provide copies of notes from previous meetings.
11. Set up and provide a sign-in sheet with the title and date of each meeting.
 - a. Ensure that all attendees sign in, including Print Contractor's staff, DAS staff, and committee members.
 - b. Set up a separate sign-in sheet for each date of a multi-day meeting. For example, if one meeting lasts two days then there must be a separate sign-in sheet for each day.
 - c. The original sign-in sheets must be given to MDE within five business days following the meeting.
 - d. The Contractor must retain a copy of the sign-in sheets for up to two years following the end of the term of the Contract.
12. Prepare and maintain accurate minutes of each meeting.
 - a. Send MDE a copy of the minutes within three business days following the meeting.
 - b. Publish final minutes and any stakeholder comments to a password-protected shared data source.

B. Responsibilities of Contractor for Specific Meetings

1. Management Meetings
 - a. At least four members of MDE staff will meet at least monthly with at least four of the Contractor's key staff to review completed, current and future tasks and their timelines.
 - b. During the first year of the Contract, or during peak times, these meetings may be held weekly.
 - c. The Contractor Leads for key tasks must attend these meetings unless otherwise indicated in writing by MDE.

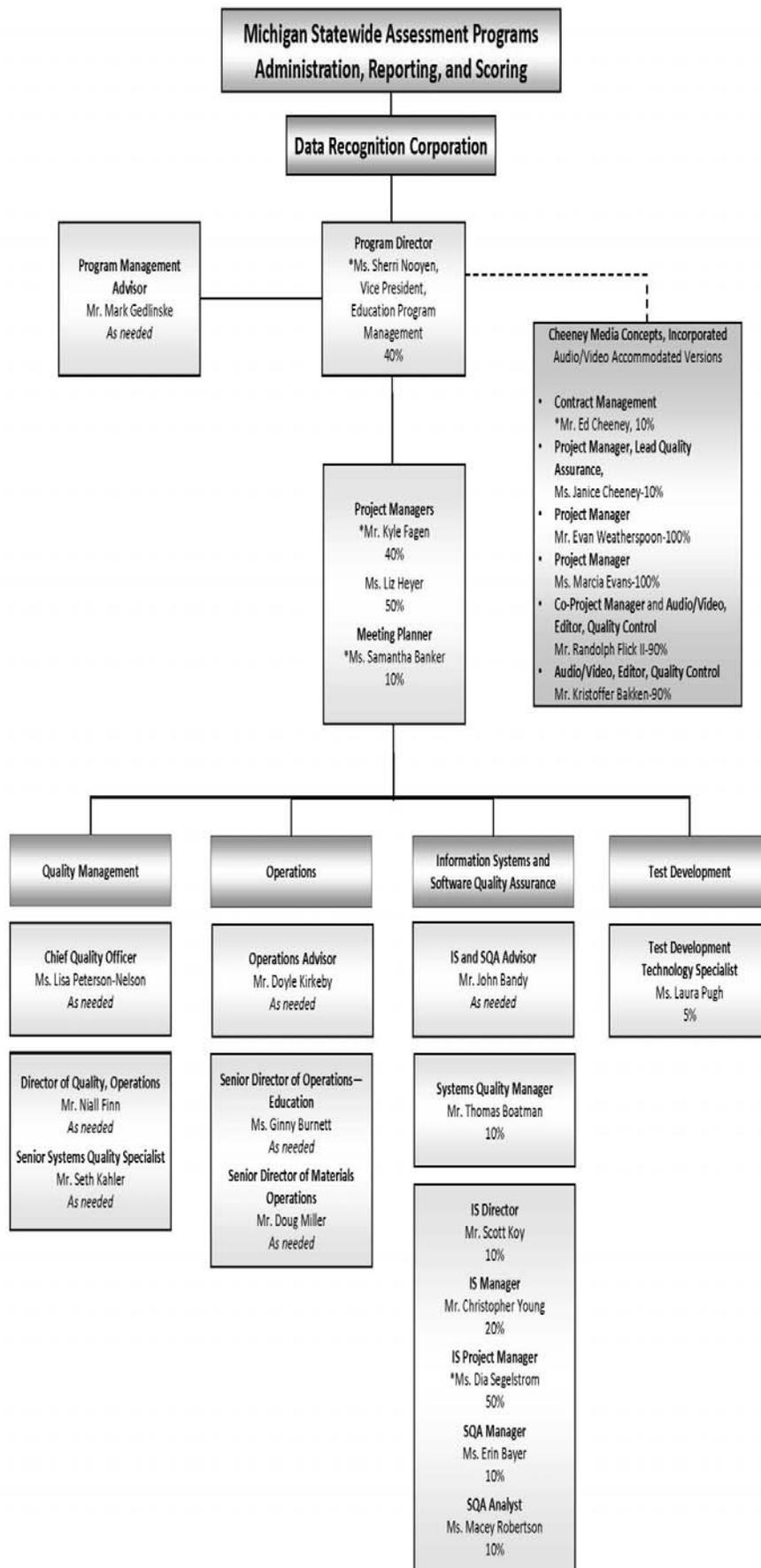


- d. MDE reserves the right to require other Contractor staff, who are key for specific activities, to attend one or more of these meetings. MDE will provide written notification (to the Contractor's Project Manager) requiring the attendance of any such individual in reasonable time for the request to be accommodated.
 - e. Four management meetings, one every three months, must be in-person meetings, which can rotate between MDE's office in Lansing, MI, and the Contractor's primary facility. These meetings are not the same as the Executive Management Meetings.
 - f. Web conferencing or teleconferencing can also be used.
 - g. The MDE Contract Change Request Control Statement must be read at the beginning and at the conclusion of all management meetings.
2. Executive Management Meetings
- a. At least three of each of MDE's and the Contractor's senior officers must meet at least twice a year to review overall Contract performance.
 - b. These are high-level meetings to review project goals, assess foreseeable risks, address major issues, and discuss financial matters.
 - c. The frequency of these meetings may be increased at the discretion of MDE's Director.
 - d. These are all in-person meetings.
 - e. The meetings will be held in rotation between the Contractor's primary facility and MDE's office in Lansing, MI.
 - f. The first meeting must be held within 60 calendar days of Contract award.
 - g. The MDE Contract Change Request Control Statement must be read at the beginning and at the conclusion of all executive management meetings.
3. Constructed-Response Score Training and Review Meetings—Rangefinding Committees
- a. The rangefinding committees for the assessment and content area (i.e., mathematics, science, reading/language arts, and social studies) and each prompt will be comprised of MDE staff, Contractor staff, and eight-to-ten Michigan teachers at the grade level of the students to be assessed.
 - b. The rangefinding committees will meet for not longer than three days. The Contractor must recruit and train active Michigan teachers from the content area and grade level tested to establish, via rangefinding, the scoring rubrics for constructed-response items on an assessment.
4. Technical Advisory Committee (TAC) Meetings
- The TAC is a panel of nationally recognized assessment experts who provide advice to MDE on complex assessment-related issues. The TAC meetings are conducted and coordinated by MDE. They are typically convened four times per year and last up to two days each. Since most of the meetings tend to address assessment administration topics, by invitation, MDE may request the presence of two representatives from the Contractor's staff. Therefore, for budget purposes the Contractor should plan to send two staff four times per year, payable only in cases in which the staff are in attendance.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

The Contractor and its Subcontractors must provide an updated staffing organization chart and the percent effort values for each staff that will be needed to fulfill the tasks and activities as stated in the Contract. All key staff for this Contract are identified with an asterisk(*).





1.040 Project Plan

1.041 Project Plan Management

A. Preliminary Project Plan

The Print Contractor must submit a Preliminary Project Plan prior to each kick off meeting or assessment cycle for evaluation purposes, including necessary timeframes and deliverables for the various stages of the project and the responsibilities and obligations of both the Print Contractor and the State.

1. The Preliminary Project Plan must include the following:
 - a. MS Project schedule
 - Internal milestones
 - Task durations
 - Deliverable target dates and critical paths
 - b. Project approach / Statement of Work
 - Scope Statement with a description of the deliverables to be provided under this Contract
 - c. Assumptions and exclusions
 - d. Critical success factors
 - e. Initial resource plan with anticipated resources by organization, role, and responsibility
 - f. Initial risk plan
 - g. Initial communication plan
 - h. Anticipated hardware, materials, and supplies to be provided by the State in meeting the target dates established in the Preliminary Project Plan
2. The Preliminary Project Plan must include the following milestones with anticipated subtasks:
 - a. Phase 0 – Pre-Project Initiation
 - b. Phase 1 – Initiation and Planning
 - c. Phase 2 – Requirements Definition
 - d. Phase 3 – Functional Design
 - e. Phase 4 – System Design
 - f. Phase 5 – Construction / Configuration
 - g. Phase 6 – Testing
 - h. Phase 7 – Implementation
 - i. Phase 8 – Training and Documentation

See **Section 1.050** for acceptance criteria.

B. Orientation Meeting

If requested by the State, within 10 calendar days from execution of the Contract, the Contractor must attend an orientation meeting to discuss the content and procedures of the Contract. The meeting must be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State must bear no cost for the time and travel of the Contractor for attendance at the meeting.

C. Performance Review Meetings

The Print Contractor must attend bi-weekly or monthly meetings to review the Contractor's performance under the Contract. The meetings must be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State must bear no cost for the time and travel of the Contractor for attendance at the meeting.

D. Project Control

1. The Print Contractor must carry out this project under the direction and control of MDE.
2. Within 10 business days of the execution of the Contract, the Contractor must submit the project plan to the Project Coordination Contractor for final approval. This project plan must be in agreement with **Section 1.022** and must include the following:
 - a. The Contractor's project organizational structure.
 - b. The Contractor's staffing table with names and titles 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.
 - c. The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.



3. The Print Contractor (particularly Contractor administering online testing) must manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates, and which is available at <http://www.michigan.gov/suite>.
 - a. Print 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 must have the capability to produce:
 - 1) Staffing tables with names of personnel assigned to Contract tasks.
 - 2) 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 30 calendar days, updated weekly or biweekly as directed by the State PM).
 - 3) Updates must include actual time spent on each task and a revised estimate to complete.
 - 4) Graphs showing critical events, dependencies and decision points during the course of the Contract.
 - b. Any tool(s) used by the 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 table below lists the current summative assessments, primary assessment activities and shows associated dates that are projected for 2013–14.



School Year 2013-2014		MEAP Fall		MEAP-ACCESS Fall		MI- ACCESS Fall		MI-ACCESS Spring		MME Spring	
		Start Date	Finish Date	Start Date	Finish Date	Start Date	Finish Date	Start Date	Finish Date	Start Date	Finish Date
1	Planning for Kick-off Meeting and Cycle	2/13	2/13	2/13	2/13	1/13	1/13	6/13	6/13	7/13	7/13
2	Administration Project Schedule	3/13	3/13	3/13	3/13	2/13	2/13	7/13	7/13	8/13	8/13
3	Electronic Document Management	3/13	3/13	3/13	3/13	3/13	3/13	7/13	7/13	7/13	7/13
4	Kick-Off Meeting	3/13	3/13	3/13	3/13	3/13	3/13	7/13	7/13	7/13	7/13
5	Quality Assurance Planning	3/13	9/14	3/13	9/14	2/13	9/14	7/13	6/14	8/13	6/14
6	Sampling Plan Distribution	4/13	6/13	4/13	6/13	4/13	6/13	8/13	10/13	NA	NA
7	Call Center(s)	3/13	2/14	3/13	2/14	3/13	2/14	7/13	6/14	10/13	9/14
8	School Readiness for Online Assessment										
9	Test Form Development	5/13	7/13	5/13	7/13	5/13	7/13	9/13	11/13	7/13	9/13
10	Pre-Identification of Students	5/13	7/13	5/13	7/13	5/13	7/13	12/13	1/14	12/2/13	1/10/14
11	System Integrations										
12	Test Preparation	4/13	6/13	4/13	6/13	4/13	6/13	10/13	10/13	6/13	6/13
13	Training of Test Administrators	9/13	9/13	9/13	9/13	9/13	9/13	1/14	1/14	11/13	11/13
14	Packaging and Distribution	7/13	10/13	7/13	10/13	7/13	10/13	12/13	2/14	1/14	3/14
	Materials in Schools	9/24/13		9/24/13		9/17/13		1/27/14		2/20/14	
15	Test Administration	10/8/13	10/25/13	10/8/13	10/25/13	10/1/13	11/8/13	2/10/14	3/21/14	3/6/14	3/20/14
16	Online Test Delivery	10/13	11/13	10/13	11/13	10/13	11/13	2/14	3/14	3/14	3/14
17	Tested Roster	11/13	12/13	11/13	12/13	11/13	12/13	4/14	5/12	4/23/14	5/6/14
18	Online Scoring	10/13	11/13	10/13	11/13	10/13	11/13	2/14	3/14	3/14	3/14
19	Constructed-response Scoring	11/13	11/13	11/13	11/13	11/13	11/13	3/14	3/14	4/14	4/14
20	Return of Test Materials	11/13	11/13	11/13	11/13	11/13	11/13	2/14	4/14	3/07/14 Initial Testing	3/7/14 Initial Testing
										3/21/14 Makeup Testing	3/21/14 Makeup Testing
21	Receipt of Printed Test Materials	11/13	11/13	11/13	11/13	11/13	11/13	2/14	4/14	3/14	3/14
22	Image Scanning of Print Documents	11/13	1/14	11/13	1/14	11/13	1/14	3/14	5/14	3/14	5/14
23	Scoring of Print Documents	11/13	1/14	11/13	1/14	11/13	1/14	3/14	5/14	3/14	5/14
24	Forensic Analysis of Test Administration	1/14	1/14	1/14	1/14	1/14	1/14	5/14	5/14	5/14	5/14
25	Receiving and Check-in of Scorable and Non-Scorable Documents and Materials	12/13	1/14	12/13	1/14	12/13	1/14	4/14	5/14	3/14	4/14
26	Special Reports Processing	2/14	3/14	2/14	3/14	2/14	3/14	6/14	6/14	?	?
	Data Files Available to Schools	12/11/13		12/11/13		12/27/13		5/2/14		5/1/14	
27	Reporting	11/13	1/14	11/13	1/14	11/13	1/14	3/14	5/14	3/14	6/14
28	Printing, Packaging and Distribution of Score Reports	12/13	1/14	12/13	1/14	12/13	1/14	4/14	5/14	6/13/14	6/23/14
	1. First distribution of reports									6/25/14	7/2/14
	2. Career and Technical Education (CTE) Centers Reports									7/3/14	7/7/14
	3. Second Print Run for No Barcode Billing schools										
29	Document Retention and Storage	11/13	12/13	11/13	12/13	11/13	12/13	3/14	4/14	5/14	5/14
30	Technical Report	2/14	4/14	2/14	4/14	2/14	4/14	6/14	8/14	8/14	8/14
31	Functional and System Requirements/Deliverables										
32	Formative Assessments for Michigan Educators										
33	Smarter Balanced Assessment Consortium Program	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A



E. Test Administration Schedules

1. Summative Assessment Schedule relative to 2014-15 and 2015-16 school years
 - a. MEAP/Smarter Balanced: last week of March through the end of May
 - b. MME: two-week window in mid-March
 - c. MI-Access: mid-February through mid-March
2. Interim Assessment Schedule relative to 2013-14, 2014-15, and 2015-16 school years
 - a. Grade-level Assessments
 - 1) Pre-test: September through mid-October
 - 2) Post-test: mid-April through May
 - b. Full-credit, Course-based Assessments
 - 1) Pre-test: September
 - 2) Post-test: May
 - c. Half-credit, Course-based Assessments
 - 1) Pre-test: September and February
 - 2) Post-test: January and May

1.042 Issue Management

An issue is an identified event that if not addressed, may affect schedule, scope, quality, or budget. The Print Contractor must describe how issues will be captured, reported and escalated within the Print Contractor's organization, including the issue escalation process and whether escalation will be based on age, severity, budget impact, etc. The State will escalate issues for resolution as follows:

- Level 1 – business leads / Subject matter experts
- Level 2 – Project Managers / Project Leadership Team
- Level 3 – Executive Team

Once an issue has been identified by the Print Contractor, the Print Contractor must follow these steps:

1. Immediately communicate the issue in writing to the CCI, MDE Director, the respective DAS Manager and other appropriate MDE staff.
2. The Print Contractor must log the issue into an issue tracking system which contains the following minimum elements:
 - a. Description of issue
 - b. Status
 - c. Date reported
 - d. Resolution deadline
 - e. Date resolved
 - f. Project impact (e.g., schedule, resources)
 - g. Priority
 - h. Assigned to
 - i. Related risk
 - j. Notes
3. Identify what needs to be done and resources needed to correct the issue.
4. Receive approval from the CCI for appropriate action.
5. Keep CCI and appropriate MDE staff informed on status of issue based on frequency established by the CCI.
6. At least monthly, 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 months to the CCI.

1.043 Risk Management

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project. If the unknown becomes known or the event occurs, a risk may escalate to become an issue.

Because the assessments within this Contract are large-scale and high-stakes, quality and deadlines are of utmost importance. Therefore, the risk assessment must be reviewed, at minimum, during the Kick-Off meeting for each assessment cycle and shall include, but is not limited to, the following:

- Establishing a risk management plan including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.
- Reviewing the project plan and timelines to ensure resources are, or will be, available.
- Identify 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 designee.
- Accurate tracking of delivery, retrieval, logging, scanning, and storage of all assessment materials.
- Preventative maintenance and accurate calibration of scanning equipment.
- Identify data management and backup procedures.
- Perform school readiness on the equipment to be used for online assessment.

The Print Contractor must submit an initial risk management plan to the State for approval within 20 business days from execution of the Contract. The risk management plan must be in accordance with the State's PMM methodology. The Contractor must communicate the status of risks to the State's Project Manager weekly, as required or agreed, and the status will contain the following minimum elements:

- Risk
- Status
- Date documented
- Controlled
- Impact
- Description
- Trigger event
- Mitigation
- Likely project phase
- Owner

The Contractor is responsible for identification of risks throughout the life cycle of the project. Mitigating and/or eliminating risks will be the responsibility of the assigned party.

1.044 Change Management

Change management is defined as the process to communicate, assess, monitor, and control changes to system resources and processes. The State employs change management at the project level and in its administration of the Contracts.

The Contractor must employ change management procedures to handle requests that impact schedule or resources and such things as "out-of-scope" requests or enhancements. Change requests must be submitted to the Project Manager and must be approved by the State in writing before they are implemented. DTMB Procurement will issue an addendum to the Contract, via a Contract Change Notice, if the Change request is approved.

1.045 Reports

A weekly project status report is required from the Contractor to the State Project Manager on the topics of status, schedule, risks, issues, impediments, deliverables, change control, and accomplishments, beginning upon execution of the Contract for the duration of the Contract unless otherwise agreed to.

Reporting topics will include the following items.

- Project Status
- Planned % Complete
- Actual % complete
- Current SUITE stage
- Planned SUITE stage
- Planned Start Date
- Planned Finish Date
- Planned Hours
- Actual Start
- Actual Finish
- Actual Hours
- On Target for Completion (Y/N)
- New Forecast Completion Date
- # of Defects Identified
- # of Defects Resolved
- Pending Change Requests under the subheadings Corrective Actions and Enhancements
- Help Desk Issues
- Team Changes



1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this Contract:

- A. Materials produced match the design provided and approved in writing by the CCI.
- B. The quantity of materials produced equals what was approved in writing by the CCI.
- C. The quality of the materials meets the specifications of the Contract.
- D. 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.
- E. All reports and data files meet the specification of the Contract.
- F. All designated reports and data files are delivered to the State with acceptance in writing from the CCI.
- G. All answer documents are stored in a secure and environmentally controlled location during the length of the Contract.
- H. All materials to be destroyed are done so in confidential manner.

General Acceptance

Upon the submission of a deliverable, the MDE Project Manager will provide written acceptance if all the work and the deliverable has been satisfactorily completed. The Contractor may, after receipt of such acceptance, submit an invoice for the deliverable payment. For the purposes of the initial project schedule, the Contractor should include 20 business days for acceptance reviews by MDE. This review period may be reduced for selected deliverable(s), but only at the sole discretion of the MDE Project Manager. In the event that the work and deliverables are not acceptable to the MDE Project Manager, the Contractor must correct the issues noted and re-submit by a date, as specified by the Project Manager.

In the Event of Non-Acceptance by MDE

If a product and/or the documentation are not acceptable to the MDE Project Manager, the SOM will give the Print Contractor written notice stating why the product is unacceptable. The Print Contractor will have 20 business days from the receipt of such notice to correct the deficiencies. The SOM must then have 20 business days to inspect, test and reevaluate the product. These 20 business days may be reduced for selected deliverable(s), but only at the sole discretion of the MDE Project Manager. If the product and documentation still does not satisfy the acceptance criteria, the SOM must have the option of either: (1) repeating the procedure set forth above, or (2) terminating this Contract pursuant to the section of this Contract entitled "Termination."

Upon receipt of the MDE Project Manager's written acceptance of the deliverable(s), the Contractor may submit an invoice for the payment of said deliverable(s).

1.052 Final Acceptance

The following requirements of final acceptance apply and Each assessment cycle is viewed as a project and is considered complete after:

- Documents are dated and in electronic format, compatible with State of Michigan software
- Requirements documents are reviewed and updated throughout the development process to assure requirements accurately describe the final product
- Draft documents are not accepted as final deliverables
- The documents will be reviewed and accepted in accordance with the requirements of the Contract and Appendices
- MDE will review documents within a mutually agreed upon timeframe
 - a. Approvals will be written and signed by the MDE Project Manager
 - b. Issues will be documented and submitted to the Contractor



- c. After issues are resolved or waived, the Contractor will resubmit documents for approval within 20 days of receipt
- d. MDE has approved the final reports.
- e. The final reports have been delivered to the appropriate location.
- f. All final data files related to the cycle have been transferred to the State and approved by the CCI.

Final acceptance is expressly conditioned upon completion of all deliverables and/or milestones, completion of all tasks in the project plan as approved, completion of all applicable inspection and/or testing procedures, and the certification by the MDE Project Manager that the Contractor has met the defined requirements.

1.060 Proposal Pricing

1.061 Proposal Pricing

For authorized Services and Price List, see Attachment A.

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 the Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dtmb for current rates.

Notwithstanding any requirements as noted in Article 2, compensation will be through an invoicing process for actual items and quantities approved in writing by the MDE Contract Compliance Inspector (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 Attachment A: Pricing. With each invoice, the Contractor must provide a report that lists, at minimum for each line item being billed, the quantities ordered and the quantities actually provided/produced. Each invoice must clearly segregate charges by programs (i.e. MEAP, MME, MI-Access, MEAP-Access, IBA/ Formative Assessment related activities, ELPA, SCA).

All rates must be stand-alone. If any line in the pricing list is reduced or increased in part, or in its entirety, it must 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 that occur 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 must not be an acceptable reason for changing any price/rate.

1.062 Price Term

Prices quoted are firm for the entire length of the Contract.

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Reserved

1.070 Reserved



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

The Contract is for a period of three years beginning August 9, 2013, through August 8, 2016. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under 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.

2.002 Options to Renew

The 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 three additional one-year periods.

2.003 Legal Effect

Contractor must show acceptance of the Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under the Contract, until Contractor is notified in writing that the 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.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing the Contract, are incorporated in their entirety and form part of the Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 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 the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 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.



2.008 Form, Function & Utility

If the Contract is for use of more than one (1) State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one (1) or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 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, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, 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.

2.020 Contract Administration

2.021 Issuing Office

The Contract is issued by the Department of Technology, Management and Budget, DTMB-Procurement, and the Michigan Department of Education (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the Contract. **DTMB-Procurement is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within DTMB-Procurement for the Contract is:

Angela Buren, Buyer
Procurement
Department of Technology, Management and Budget
Mason Bldg., 2nd Floor
PO Box 30026
Lansing, MI 48909
Email Burena@michigan.gov
Phone (517) 373-0325

2.022 Contract Compliance Inspector

After DTMB-Procurement receives the properly executed Contract, it is anticipated that the Chief Procurement Officer of DTMB-Procurement, in consultation with the MDE, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB Procurement.** The CCI for the Contract is:

Vince Dean, Director
Office of Standards and Assessment
Michigan Department of Education
P.O. Box 30008
Lansing, MI 48909
Email DeanV@michigan.gov
Phone (517) 241-2694

**2.023 Project Manager**

The following individual will oversee the project:

David Judd, David Judd, State Office Administrator 17
Division of Accountability Services
Michigan Department of Education
P.O. Box 30008
Lansing, MI 48909
JuddD@michigan.gov
(517) 373-4311
Fax 517- 335-1186

2.024 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, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must 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 must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DTMB-Procurement.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in **Section 1.021** and the Contractor's contact as noted on the cover page of the Contract, 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 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.

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

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 must be deemed to be an employee, agent or servant of the State for any reason. Contractor is solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.



2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties must 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.

2.029 Assignments

(a) Neither party may assign the Contract, or 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 the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the 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. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its Contractual duties, and the requirement under the Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Contract and Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the Contract and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

2.033 Permits

Contractor must 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 must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not 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 the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent the 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 Contractor if the State determines that the Contractor has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").



2.037 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 the Contract must provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under the Contract must 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.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under the Contract is subsequently reduced by the State, the parties must negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under the Contract must 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.

(b) Each Contractor invoice must 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. Invoices for Services performed on a time and materials basis must 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 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) Contract Payment Schedule

1. Contractor request for performance-based payment.
The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the CCI. Unless otherwise authorized by the CCI, all performance-based payments in any period for which payment is being requested must be included in a single request, appropriately itemized and totaled.
2. Approval and payment of requests.
 - a) The Contractor is not entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The CCI must determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the Contract. The CCI may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion, which has been or is represented as being payable.
 - b) A payment under this performance-based payment clause is a Contract financing payment under the Quick Payment Terms in **Section 1.061** of the Contract.



- c) The approval by the CCI of a request for performance-based payment does not constitute an acceptance by the State and does not excuse the Contractor from performance of obligations under the Contract.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services must be pro-rated for any partial month.

2.046 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 the Contract.

2.047 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 (1) party against the other arising from unsettled claims or failure by a party to comply with the 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 the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. The Contractor must register with the State electronically at <http://www.cpexpress.State.mi.us>. As Stated in 1984 PA 431, all Contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable Federal, State, and local employment taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two (2) or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any Subcontract entered into with a Subcontractor. For the purposes of the Contract, independent Contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent Contractor relationship.

2.062 Contractor Key Personnel

(a) The Contractor must provide the CCI with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.



(c) The State reserves 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 must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must 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 must provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel 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. Unauthorized Removals does not include replacing Key Personnel 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 must review any Key Personnel replacements and appropriate transition planning must 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 termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 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 must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must 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 incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

Unauthorized Removal of Key Personnel

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 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the 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 must 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 must not exceed \$50,000.00 per individual.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel must, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.



2.065 Contractor Identification

Contractor employees must 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.

2.066 Cooperation with Third Parties

Contractor must 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. As reasonably requested by the State in writing, the Contractor must provide to the State's agents and other Contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under the Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources

The Contractor must return 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.

2.068 Contract Management Responsibilities

The Contractor must assume responsibility for all Contractual activities, whether or not that Contractor performs them. Further, the State considers the Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

Contractor has 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 the Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation

Contractor must not delegate any duties under the Contract to a Subcontractor unless the DTMB-Procurement has given written consent to such delegation. The State reserves 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 must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor must 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 SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the 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 is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must 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 the Contract will not relieve Contractor of any obligations or performance required under the Contract.

**2.074 Flow Down**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities**2.081 Equipment**

The State must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor must not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security**2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. 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. The 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.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable Federal and State laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must 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 the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Standard

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and State Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon Contract termination.



(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the Contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

2.100 Confidentiality

2.101 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 must 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 must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable Federal, State and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under the Contract, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor must 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 the 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 must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the 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 the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** 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 the 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 **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the 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 the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must 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.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.



2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the 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.

2.112 Examination of Records

For seven (7) years after the Contractor provides any work under the Contract (the "Audit Period"), the State may 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. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the 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.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period, all pertinent financial and accounting records (including time sheets and payroll records, information pertaining to the Contract, and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must 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.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor must respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must 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) invoices. If a balance remains after four (4) invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice 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 must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the 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 the 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 the 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 the 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 the items in the Contract, Contractor must 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 the 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, must have, or must 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 the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DTMB-Procurement.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement must be merchantable. All goods provided under the Contract must be of good quality within the description given by the State, must be fit for their ordinary purpose, must be adequately contained and packaged within the description given by the State, must conform to the agreed upon specifications, and must conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title

Contractor must, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of Contracting, has no knowledge. Goods provided by Contractor, under the Contract, must be delivered free of any rightful claim of any third person by or infringement or the like.

2.125 Reserved

2.126 Reserved

2.127 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, is 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 must remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order pursuant to **Section 2.024**.

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of the Contract.



2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of Services under the terms of the Contract, whether the 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 under the Contract.

All insurance coverage's provided relative to the Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in the Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in the Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/deleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

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

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 the 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 according to 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 must 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 \$1,000,000.00 with a maximum deductible of \$50,000.00.
- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must 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: \$5,000,000.00 each occurrence and \$5,000,000.00 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 the Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must 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 must be endorsed on the policy as a loss payee as its interests appear.
- 9. Cyber Liability Insurance with the following minimum limits:
 \$1,000,000 Each Occurrence
 \$1,000,000 Annual Aggregate

Additional Requirements:

Insurance should cover (a) unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosures of personal and corporate information; (b) Transmitting or receiving malicious code via the insured's computer system; (c) Denial of service attacks or the inability to access websites or computer systems.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under the 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 must fully comply with the insurance coverage required in this Section. Failure of Subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-Procurement, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "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) must contain a provision indicating that coverages afforded under the policies **MUST NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED** without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Procurement, DTMB. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must 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.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three (3) years following the expiration or termination for any reason of the Contract.



The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under the Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in the Contract, or if any insurer cancels or significantly reduces any required insurance as specified in the Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must 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 the 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.

2.142 Code Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any 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 must 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.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the 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 must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the 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 the 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 has 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; (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 the Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under 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 before expiration or cancellation.



2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the 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 the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must 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 before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under 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 may defend the claim in the 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 must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the 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 the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.



(d) If the State terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of Contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must 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 Contract issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the 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 must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the 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 unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must 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. This Section will not preclude Contractor from reducing or stopping Services/Deliverables 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.

2.155 Termination for Criminal Conviction

The State may terminate the 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 related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Contractor for only the work completed to that point under the Contract. 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 the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) 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 the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) 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 must be provided to the State on an “As-Is” basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) 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) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the 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 under the Contract, at the option of the State, becomes the State’s property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not 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 may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement Contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate the Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or 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.

If the Contract expires or terminates, 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 6 Months. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175**.

2.172 Contractor Personnel Transition

The Contractor must 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 must 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 the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor’s Subcontractors or vendors, 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 vendors. Contractor must notify all of Contractor’s Subcontractors of procedures to be followed during transition.



2.173 Contractor Information Transition

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 the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under the Contract. This must include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses must, 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.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the 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 agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that the 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.

2.180 Stop Work

2.181 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 must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring 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 must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must 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 must conform to the requirements of **Section 2.024**.

2.183 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, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.



2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must 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 must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's 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 claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary 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 must 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 (1) party to another for non-privileged information reasonably related to the Contract must 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 Procurement, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must 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 under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except State agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the 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.

2.194 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 must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 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, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor.



This covenant is required under 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.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must 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 under 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, must not enter into a Contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after 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.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must 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 must 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>.

2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of the Contract in privity of Contract with the Contractor must not be less than the wage rates and fringe benefits established by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor must include all general Contractors, prime Contractors, project managers, trade Contractors, and all of their Contractors or subcontractors and persons in privity of Contract with them.

The Contractor, its Subcontractors, their Subcontractors and all persons involved with the performance of the Contract in privity of Contract with the Contractor must keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, the office responsible for enforcement of the wage rates and fringe benefits. The Contractor must keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with the Contract. This record must be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted must also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, 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.

2.212 Compliance with Laws

Contractor must comply with all applicable State, Federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must 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 the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the 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.



2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

2.230 Disclosure Responsibilities

2.231 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, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) 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; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. 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. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform the Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors must be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) 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 must notify DTMB-Procurement.
- (2) Contractor must also notify DTMB Procurement 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.
- (3) Contractor must also notify DTMB Procurement within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all Subcontractors involved in the performance of the 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 is a material breach of the Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:



- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under the Contract.

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 must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to 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 2.241(a)**, Contractor must 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 must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs)

(a) SLAs will be completed with the following operational considerations:

- (i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
- (ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
- (iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
- (iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) is defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service must not affect any tiered pricing levels.

(c) Root Cause Analysis must be performed on any business critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor must provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places, with five and greater rounding up and four and less rounding down, unless otherwise specified.



2.243 Liquidated Damages

It is understood and agreed by the Contractor that time is of the essence in the delivery of tests, reports, and data of the content and quality specified in this RFP, its proposal document, and any resulting Contract. In the event these specified tests, reports, and data are not available by the dates specified in a resulting Contract, the Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$75,000.00 per day for each day Contractor fails to remedy the late or improper completion of the Work which includes but not limited to Reports; except if the delivery be delayed by an act, negligence, or default on the part of the State of Michigan, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Contractor or Contractor's supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or the Contractor's supplier(s), a reasonable extension of time as the MDE deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, the MDE may extend the time for performance of the Contract or delivery of goods therein specified, at the MDE's sole discretion, for good cause shown.

Security Breaches

It is understood and agreed by the Contractor that security and proprietary use of test items and forms must be maintained at all times. Should a breach of security resulting from negligence on the part of the Contractor occur, the sum of **\$3,000 per compromised test item** will be deducted, not as a penalty but as liquidated damages.

It is understood and agreed by the Contractor that security of student level data must be maintained at all times. Should a breach of security resulting from negligence on the part of the Contractor occur, the sum of **\$50,000 per occurrence** will be deducted, not as a penalty but as liquidated damages.

To the extent that any late delivery or untimely performance is caused or contributed to by the acts or failures to act of the MDE or any third party outside the control of the Contractor, liquidated damages shall not be assessed.

Service Interruptions

A service interruption is defined as a failure on the part of the selected Contractor to provide access for students to log in and/or begin taking a test available through Contractor's online test delivery system during regularly scheduled school hours within established testing windows, or as the failure on the part of the selected vendor to provide access for LEA/school personnel to perform administrative functions of the CAT system at any time. The selected Contractor will not be held liable for service interruptions due to issues caused or contributed to by any acts or omissions of a school or a third party, including but not limited to an school's technology infrastructure or a school's lack of implementation of provided procedures for online.

For each service interruption which prevents students from taking tests for more than 10 minutes, up to 60 minutes, the MDE may assess liquidated damages of **\$1,000/hour per school affected**. Total liquidated damages for service interruptions to students on any given day between 0800 EST/EDT and 1600 EST/EDT will not exceed \$75,000/ per District.

Liquidated damages will be assessed for each service interruption that prevents school or MDE personnel from accessing administrative functions for more than two (2) hours (between 0700 EST/EDT and 2000 EST/EDT) from the months of August through June at a rate of \$5,000 for each full interrupted hour, inclusive.

2.244 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 the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military, or otherwise), power failure, 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 a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the 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.

If a party does not perform its Contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. but the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without



delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the 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 is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The 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.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under the Contract.

- (a) Shipment responsibilities - Services performed/Deliverables provided under the Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise Stated. Actual delivery dates must be specified on the individual purchase order.
- (b) Delivery locations - Services must be performed/Deliverables must 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 must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage. 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 days of inspection

2.252 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 must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing

- (a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor must first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the 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 must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the 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 is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection 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) Before 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 according to **Section 2.253**.

(d) The State must approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is 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), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses;

or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot 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 the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not State the State Review Period, it is by default five (5) Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 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 before 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 before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor must 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 must be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State must 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.



2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not State the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor must 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. The Contractor's correction efforts must be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State must 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.

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not State the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor must 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. The Contractor's correction efforts must be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State must 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.

2.258 Final Acceptance

Unless otherwise Stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. 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.

2.260 Ownership

2.261 Ownership of Work Product by State

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents, or other proprietary rights in the Deliverables.

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, 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 the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor must 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 the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor must not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.



(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State must not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the 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.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>;

2.272 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://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,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.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access, and configuration management procedures.

2.280 Reserved

2.290 Environmental Provision

2.291 Environmental Provision

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by the Federal, State, or local laws governing the protection of the public health, natural resources, or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.



(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all Federal, State, and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material 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 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor must comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.

Environmental Performance:

Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a Contract the enforcement of which can be accomplished by process or penalties.



Appendix A: Assessment Program Descriptions

1. General Assessments:

MEAP and MEAP-Access

For over forty years, the MEAP has been used in Michigan to provide information on student achievement. The MEAP is one of the State’s two general assessments and is based on the content standards developed by Michigan educators and approved by the Michigan State Board of Education. The MEAP assessments are criterion-referenced, meaning that each student’s results are judged and reported against a set performance standard.

The MEAP is administered in the fall of each school year for students in grades 3-9. The State is considering moving the MEAP to the spring of the school year. The MEAP assesses the state’s Grade Level Content Expectations (GLCEs) in reading, writing, mathematics, science, and social studies.

MEAP-Access is an alternate assessment based on modified achievement standards. MEAP-Access is intended to bridge the gap between the MI-Access assessments and the MEAP for students with disabilities. MEAP-Access assesses students on grade level content expectations in the core content areas of Reading and Mathematics for students in grades 3 - 8, and Writing at grades 4 and 7. MEAP-Access is currently administered in the fall of each school year for students in grades 3-8. The state is also considering moving this assessment to the spring of the school year.

Students instructed in Grade Level Content Expectations (GLCEs) should take the MEAP science and social studies assessments. A student instructed in Extended Grade Level Content Expectations (EGLCEs) should take the MI-Access Functional Independence science assessment which has alternate content standards. However, since there is no alternate assessment for social studies, the student will need to take a district determined social studies assessment identified in the student’s IEP.

Students may take MEAP-Access in one content area and MEAP or MI-Access Functional Independence in the other. For example, an IEP Team may determine that a fifth-grade student should take MEAP-Access in reading and writing, but the MEAP in mathematics and science. This flexibility allows students to be placed in any combination of MEAP, MEAP-Access and MI-Access (FI only) for different content areas. Results from these assessments will be reported separately by assessment type.

See Table below to determine which content areas are assessed at which grades.

TABLE	CONTENT AREAS AND GRADES ASSESSED WITH MEAP and MEAP-Access*						
Content Areas	GRADES						
	3rd	4th	5th	6th	7th	8th	9th
Reading	√ *	√*	√*	√*	√*	√*	
Writing		√*			√*		
Mathematics	√*	√*	√*	√*	√*	√*	
Science			√			√	
Social Studies				√			√

*indicates accommodated forms available with MEAP-Access



MI-ACCESS:

MI-Access is Michigan’s Alternate Assessment based on Alternate Achievement Standards (AA-AAS). It ensures that students with significant cognitive disabilities are appropriately included in State accountability systems and that schools and LEAs receive appropriate information regarding all students’ achievements. These students have IEP Teams that have determined that they are unable to take the general assessments—the MEAP or the MME—even with the accommodations routinely used with instruction, or the alternate assessment—MEAP-Access—based on modified achievement standards.

There are three MI-Access assessment types available to meet the needs of these students.

1. The Functional Independence (FI) assessments are designed for students who have, or function as if they have, *mild* cognitive impairment. Students taking the Functional Independence assessment are capable of meeting their own needs and living successfully in their communities without overt support from others. This assessment is presented to the student in paper-and-pencil format; however the assessment administrator transfers all student responses to the answer document.
2. The Supported Independence (SI) assessments are designed for students who have, or function as if they have, *moderate* cognitive impairment. Students taking the Supported Independence assessment can usually follow learned routines and demonstrate some independent living skills but will require some supports to remain independent. For this assessment, questions are presented as selected response items in which the student selects one of three answer choices that are presented as picture cards. The remaining items are activity-based activities where two assessment administrators are utilized to observe and score the student responses.
3. The Participation (P) assessments are designed for students who have, or function as if they have, *severe* cognitive impairment and may respond to instruction and testing in unique ways, such as blinking an eye to indicate understanding of content. Students taking the Participation assessment are often dependent on others for basic living skills. Like SI, this assessment is composed of selected-response items and activity-based activities. However, the selected-response items have two choices presented as picture cards and there is a greater number of activity-based items where two assessment administrators are utilized to observe and score the student responses.

At present, MI-Access covers English language arts (ELA—P/SI), accessing print (reading—FI), expressing ideas (writing—FI), mathematics, and science. Students in grades 3-8 are assessed in the fall of each school year and students in grade 11 are assessed in the spring. (Table below shows the grades at which each content area is assessed.) There currently are no state-level alternate assessments for social studies; therefore, IEP Teams need to determine how their students will be assessed in that content area, and document this decision in the student’s IEP. The development team is proceeding with plans to develop a social studies assessment that will be available online for the fall of 2013.

Table Content Area	Content Areas and Grades Assessed with MI-Access						
	Grade						
	3	4	5	6	7	8	11
English Language Arts (P/SI)	√	√	√	√	√	√	√
Accessing Print (FI)	√	√	√	√	√	√	√
Expressing Ideas (FI)		√			√		√
Mathematics	√	√	√	√	√	√	√
Science			√			√	√
P/SI= Participation and Supported Independence FI= Functional Independence Students in grade 12 are not eligible to take MI-Access.							

**Michigan Merit Examination (MME):**

The MME is the state's general education assessment used to assess grade 11 students (and eligible students in grade 12) on Michigan's reading, writing, mathematics, science, and social studies High School Content Expectations (HSCEs).

It is designed somewhat differently than other statewide assessments in that the MME has three distinct components administered over three days: Day 1 is the ACT® Plus Writing college entrance examination; Day 2 is the WorkKeys® job skills assessment; and Day 3 consists of the Michigan-developed assessments in mathematics, science, and social studies. Each MME component is comprised of several sections which, together, enable students to fully demonstrate their knowledge in relation to state standards.

The ACT® assessment contains five criterion-referenced tests: English, math, reading, science, and a writing section. The material covered in each of the five assessments is drawn from the domain of each content area that educators agree is important to that content area and that is prerequisite to successful performance in entry-level college courses.

The WorkKeys® component of the MME is designed to assess students' employability skills. The three areas assessed on Day 2 of the MME are Reading for Information, Applied Mathematics, and Locating Information. All of these assessments are designed to measure the degree to which students are career-ready.

The Michigan developed tests given on the final day—math, science, and social studies—are derived from the HSCEs and are designed to show how Michigan students are doing on skills and knowledge not covered by the Day 1 and Day 2 assessments.

The MME is administered in the spring of each school year. For more detailed information on the MME, go to www.michigan.gov/mme.



See Table below to determine which content areas are assessed:

Table	MME Components and Subjects	
Day Administered	Test Component	Content Area
1	ACT® Plus Writing	English
		Mathematics
		Reading
		Science
		Writing
2	WorkKeys®	Reading for Information
		Applied Mathematics
		Locating Information
3	Michigan Assessments	Mathematics
		Science
		Social Studies

Michigan Interim Assessment Program

The Michigan Interim Assessment Program is funded through a State School Aid ACT® appropriation, and formally began development in winter 2012.

Interim Assessments will focus on grades K-2 in the content areas of English Language Arts and Mathematics, and grades 3 through High School in Science and Social Studies. Twelfth grade English Language Arts and Mathematics assessments will be added in a second phase of Interim Assessment development. Interim assessments for grades K-8 will be grade level based, whereas high school interim assessments will be course-based.

The Interim Assessments are optional, online assessments, which will be pre- post-test initially, with a third (mid-year) assessment to be added after full implementation. The Interim Assessments may serve as one growth measure included in district models for Educator Evaluation (beginning of the school year to end of school year, or beginning of course to end of course).

The English Language Arts (ELA) and Mathematics interim assessments are based on the Common Core State Standards, whereas the Science and Social Studies interim assessments are based on Michigan Grade Level Content Expectations (GLCEs) or High School Content Expectations (HSCEs). English Language Arts, Mathematics, and Science interim assessments are computer-adaptive tests, whereas Social Studies will be fixed-form (FF) assessments. Therefore, MDE requires that the Online system proposed by a contractor will include functionality to administer both fixed-form and computer-adaptive test items.

MDE will use the Science and Social Studies post-test interim assessments as the statewide summative assessments beginning in the 2014 – 2015 school year. In addition, these summative assessments for elementary and middle school grades will take place in the spring, and will be in grades 4 and 7 (Science), and grades 5 and 8 (Social Studies).

The interim assessment program is offered online and the assessments are optional. The table in Section 1.021 of the Work and deliverables provides a representation of the content areas, grade levels, alignment, and assessment formats for the Michigan Interim Assessment Program. Both the social studies post-tests in grades 5 and 8 as well as the science post-tests in grades 4 and 7 will be used as summative measures, starting spring 2015. A print version will be offered for schools and districts that are unable to provide the assessments online.

The High School course-based interim assessments for Science will be for the four courses of: Earth Science, Biology, Chemistry, and Physics. The High School course-based interim assessments for Social Studies will be for the four courses of: U.S. History and Geography, World History and Geography, Civics, and Economics. Since the content for high school science and social studies tests is drawn from a number of courses, it is planned that these tests will continue to be standalone summative measures.

Therefore, these high school interim assessments will only be online, and optional.



Content Area	K	1	2	3	4	5	6	7	8	High School
Reading	CCSS Online CAT	CCSS Online CAT	CCSS Online CAT	--	--	--	--	--	--	CCSS Online
Writing	CCSS Online CAT	CCSS Online CAT	CCSS Online CAT	--	--	--	--	--	--	CCSS Online
Mathematics	CCSS Online CAT	CCSS Online CAT	CCSS Online CAT	--	--	--	--	--	--	CCSS Online
Science	--	--	--	GLCE Online CAT	GLCE Online/PP CAT, FF	GLCE Online CAT	GLCE Online CAT	GLCE Online/PP CAT, FF	HSCE Online CAT	HSCE Online CAT
Social Studies	--	--	--	GLCE Online FF	GLCE Online/PP FF	GLCE Online/PP FF	GLCE, Online FF	GLCE, Online FF	GLCE, Online/PP FF	HSCE Online FF

Legend:

- CCSS—Common Core State Standards-based
- GLCE—Michigan Grade Level Content Expectation, grade level
- HSCE—Michigan High School Content Expectation, course-based
- Online—Online only
- Online/PP—Online only pre- post-test online and paper-pencil
- CAT—Computer-adaptive test
- FF—Fixed Form Test

Interim assessments in ELA, Mathematics, and Science will be computer-adaptive tests when fully operational. Computer-adaptive field testing begins in Spring 2013. All grade level and content area interim assessments will be fully operational and available statewide in Fall 2014.

Michigan Formative Assessment

Formative Assessment for Michigan Educators (FAME) was implemented to help educators apply innovative, informal methods to assessing how much students know about content covered at various stages of the instructional process. It is designed to support teachers in bringing effective formative-assessment practices in the classroom. It is entering its fifth year.

Michigan’s definition of Formative assessment is a planned process in which assessment-elicited evidence of students’ status is used by teachers to adjust their ongoing instructional procedures or by students to adjust their current learning tactics.

There are several key features of this definition. Namely, formative assessment is

- A planned process – the formative-assessment process involves a series of carefully considered acts on the part of the teacher and student. It is the formative-assessment process, not a test or a checklist.
- Assessment-elicited evidence – teaching or learning adjustments must be based not on whim but on evidence of the students’ current level of mastery. Both teachers and students should engage in formative-assessment processes.
- Teachers’ instructional adjustments – teachers will change their current instructional activities soon after the assessment (and before they go on in the lesson or unit). The process of formative assessment occurs frequently as instruction occurs. The assessment-based feedback to teachers and students is immediate after the formative-assessment processes, to enable the educators to adjust instruction and learning opportunities as needed.
- Student learning tactics – students will also look at their achievement and change how they are learning the new material soon after the assessment. The process provides immediate feedback to help all students achieve the learning targets. The feedback provided is intended to improve students’ achievement of the intended curricular aims, not make summative judgments about students’ performance.



The activities planned for the 2012 – 2013 school year build on those from previous years informed by the results of research and program evaluations. FAME is predicated on a professional development model that uses learning teams of educators acting as volunteer coaches. Most teams typically meet monthly for one – three or more hours. Teams focus on topics and processes agreed upon by team members.

Training is provided for first year coaches along with launch events for first year teams. Support is also provided for more experienced teams. Overall program support will need to be considered in the RFP including but not limited to registration of participants for FAME activities, contract management for Center for Cognitive Coaching related events; site identification and logistics for FAME events (catering, room set up, technology, registration, name tags, sign in sheets, application for SB-CEUs for events), purchase of FAME related materials (guides for Cognitive CoachingSM and Adaptive Schools trainings).



Appendix B: Materials Table

MATERIALS TABLE

Testing Materials	MEAP	MEAP-Access	MI-ACCESS fall	MI-ACCESS spring	MME
<p>Test Administration Manual (TAM), guides and/or handbooks: The TAM is created by MDE in collaboration with the Contractor. A TAM is created for each assessment and for every grade for MEAP and MME. Alternate Assessments (MEAP-Access and MI-ACCESS) have one TAM per assessment to cover all grades. The TAM consists of a General Section applicable to all assessments, and grade specific directions for administration of each test. TAMs are sent to schools with test materials and are also available on-line for on-demand printing.</p>	82,000 TAMs	6,800 TAMs with 3,000 Cover letters	12,000 TAMs	4,500 TAMs	12,000 TAMs + 16,000 TAMs for Testing with Accommodations
<p>Special Handling Envelopes: A process for a school to return test documents to the Contractor for special handling. Special Handling Envelopes are also used for administrative forms and Irregularity Reports.</p>	2 per school, 1 per district, Total = 8,300	2 per school, 1 per district, Total = 2,900	2 per school, 1 per district, Total = 3,500	2 per school, 1 per district, Total = 1,200	2 per school, 1 per district, Total = 4,500
<p>Test Security Compliance Form: This form is created by MDE, printed by the Contractor and is shipped with test materials. Every individual with access to secure material signs the document. The Form is also available on-line. It remains on-file in the District for one year.</p>	1 per 50 students per school and 8 per district, Total = 25,000	1 per 50 students per school and 8 per district, Total = 25,000	1 per 50 students per school and 8 per district, Total = 25,000	1 per 50 students per school and 8 per district, Total = 8,300	1 per 50 students per school and 8 per district, Total = 8,300
<p>School/Teacher Identification Sheets: School/Teacher Identification Sheets N/A</p>	none	none	none	none	none
<p>School Header Sheets: N/A</p>	none	none	none	none	none
<p>Class/group ID Sheets: N/A</p>	none	none	none	none	none
<p>Test Booklet Printing Set-up: MDE will provide the Contractor with Print Optimized Files (POFs) of all test booklets including Enlarged Print, Braille and Emergency Form.</p>	208 Booklets based on 5 forms and includes EP, Braille, and Emergency	3rd Grade = 3, Grades 4-8 = 19, (no Grade 9)	FI = 40, P = 12, S.I. = 12 EP = 14 Braille = 4	Fi = 8 P = 6 S.I. = 6 EP = 3 Braille = 3	10 Booklets (includes 8 and 1 EP and 1 Braille)
<p>Test Booklets: Test Booklets must be produced for all assessments by the Contractor from POFs provided by MDE. The Contractor must create a barcoding or labeling system that distinguishes each assessment program so that, where possible, materials from more than one program can be shipped together. For MME, the Contractor must seal test booklets. Test Booklets may be provided to schools in shrink wrapped packages for quantities greater than 10; however the packages must not exceed the requested amount. Third Grade Booklets are a combined Test Booklet/Answer Document</p>	3rd Grade = 525,000 combined Booklet and Answer Document 4th through 9th Grades = 4,000,000	Grades 4-8 = 125,000	FI = 75,000 P+ S.I. = 15,000	FI = 12,800 P+SI = 4,200	158,500 Initial Forms + 10,000 Make-up forms+ 7,000 Extended Time



<p>Picture Cards: Picture cards are used for the Participation (P) and Supported Independence (SI) Assessments in MI-ACCESS. Pictures are a set of individual pages (heavy paper) and shrink wrapped as a packet for use by Test Administrators. The pictures provide a tool for identifying responses to questions by students who may only be able to indicate the selection of a choice by eye gaze, head nod, eyeblink, etc. Students tested with Supported Independence must select their answer from three picture choices; Students with Participation must select their answer from another picture card set that includes 2 picture choices.</p>	<p>N/A</p>	<p>N/A</p>	<p>Approximately 100 pictures for P, and 186 for SI. (deduct pictures for CR items) QUANTITY: 2,100 sets for P Math, 1200 sets of P, Science, 2,700 Sets for SI Math, 1,500 sets for SI Science.</p>	<p>Approximately 100 pictures for P, and 186 for SI. (deduct pictures for CR items) QUANTITY: 600 sets, P. Math, 750 sets, Science, and 600 sets SI Math, and 750 sets SI Science</p>	<p>N/A</p>
<p>Answer Document Set-up: MDE will provide design and layout requirements for image scannable answer documents.</p>	<p>26 (includes 3rd grade)</p>	<p>15</p>	<p>10</p>	<p>7</p>	<p>1</p>
<p>Answer Documents: Answer documents contain fields for demographics and gridding of multiple choice items as well as several additional constructed response items for Reading and Writing. MEAP and MEAP-Access, Grade 3 requires a scannable answer document/test booklet. (MEAP-Access FI includes a blank page to allow drawing a constructed response)</p>	<p>Grades 4-9= 2,900,000</p>	<p>92,000</p>	<p>143,000</p>	<p>22,996</p>	<p>200,000</p>
<p>Math Rulers: Three (one elementary, one secondary, and one EP/Braille) acetate math rulers are used by MI-Access in both the fall and spring administrations.</p>	<p>N/A</p>	<p>N/A</p>	<p>Grades 5-6 = 12,000 Grades 7-8 = 12,000 EP and Braille = 100</p>	<p>FI= 5,250 EP and Braille = 50</p>	<p>N/A</p>
<p>Reader Script booklets: MDE will provide POFs of Reader's Scripts for Math, Science and Social Studies. The Contractor must provide translations of Readers Scripts into Spanish and Arabic after MDE approval of the English Master. These scripts are used for students requiring a "Read Aloud" accommodation.</p>	<p>20 POFs, 40,000 booklets</p>	<p>6 POFs, 7,100 booklets</p>	<p>N/A</p>	<p>N/A</p>	<p>750</p>
<p>Spanish and Arabic Reader Script - Independent Review: The Contactor must provide and Independent Review of the Spanish and Arabic translations of the Reader Scripts to MDE.</p>	<p>10 Spanish Scripts, 10 Arabic Scripts</p>	<p>6 Spanish Scripts, 6 Arabic Scripts</p>	<p>N/A</p>	<p>N/A</p>	<p>1 Spanish, 1 Arabic</p>
<p>Emergency Form Booklets: MDE will provide the Contractor with a POF of one Emergency Form for each assessment.</p>	<p>10,000</p>	<p>N/A</p>	<p>print on demand (less than 10 per year)</p>	<p>print on demand (less than 10 per year)</p>	<p>10,000</p>



<p>Braille Test Forms and Assessment Administrator Booklets: MDE will provide the Contractor with one Braille form for each assessment. Each Braille Assessment will have its own Braille Assessment Test Administrator Booklet that contains special notes for Braille administration. The Braille Administrator Booklet POF will be provided to the Contractor. (External Proofreading of Braille booklets, Print to Braille page correspondence, Print to Braille page correspondence is required)</p>	520 Braille TAMS, 520 Booklets	132 Braille TAMS, 132 Booklets	140, Braille TAMS, 140 Booklets	60 Braille TAMS, 45 Booklets	15 Braille TAMS, 15 Booklets
<p>Compact Disk (Duplication): A CD Master is created of all Readers Scripts. The MDE will approve all English Reader Scripts before they are translated into Spanish and Arabic. Reader Scripts are duplicated on Compact discs and provided to schools as accommodated material. (CDs are built from booklets for MI-Access, FI)</p>	72,000	9,500	9,800	1,800	2,000
<p>DVD (Duplication): A DVD Master is created of MEAP and MME Readers Scripts. The MDE will approve all English Reader Scripts before they are translated into Spanish and Arabic. A video version in English, Spanish and Arabic for MEAP and MME (except Reading and Writing) is created from Readers Scripts. They are duplicated on DVDs and provided to schools as accommodated material.</p>	12,000	N/A	N/A	N/A	4,200
<p>Enlarge Print Set-Up: MDE will provide the Contractor one form in POF for Enlarged Print for each assessment. MDE will approve the form prior to printing.</p>	5,000 Booklets	1,230 Booklets	770 Booklets	105 Booklets	125 Booklets
<p>Student Identification labels (pre-printed): The Contractor must use the MDE secure site for the creation of pre-printed student identification overprinting on answer documents.</p>	Grade 3= 250,000 Grades 4-9 = 2,340,000	91,400	143,000	23,000	225,000
<p>Student Identification labels: The Contractor must provide a process for applying student identification labels to answer documents for those students not identified in the MDE established pre-identification process.</p>	10 sheets of blank labels per school for on-site printing as necessary	10 sheets of blank labels per school for on-site printing as necessary	10 sheets of blank labels per school for on-site printing as necessary	10 sheets of blank labels per school for on-site printing as necessary	10 sheets of blank labels per school for on-site printing as necessary
<p>Return Verification Form: Produced in collaboration with MDE and the Contractor. This document is used as a checklist of returned materials and is maintained in the District for one year. Copies are sent with test materials and are also available on-line.</p>	One per school 4,500	One per school 4,500	One per school 4,500	One per school 4,500	One per school 3,500
<p>Packing and Distribution of Testing Materials: The Contractor must package and distribute all testing materials (including all accommodated materials) to schools.</p>	Based on total of all materials and Contractor Process. Note: MI-ACCESS materials are packed by school but shipped to Districts.				
<p>Return Instructions: The Contractor must provide return instructions with all</p>	Based on total of all materials and Contractor Process				



shipments of test materials	
Return of Materials: The Contractor must arrange for the return of all test materials (including accommodated materials) to their scoring center.	Based on total of all materials and Contractor Process
School Return Envelopes: Must be provided by the Contractor for schools to return Administrative forms and Irregularity Reports.	Based on total of all materials and Contractor Process
School Return Labels: The Contractor must provide shipping labels (scorable and non-scorable) for schools to return all materials to the Contractor.	Based on total of all materials and Contractor Process



Appendix C: Test Designs

MEAP Elementary and Middle School Test Designs

Grades 3-8 MEAP Mathematics

The following table shows the numbers of items needed for each operational test, including embedded field test items. The operational items are for core Grade Level Content Expectations (GLCEs), in which every student will take two items for student-level reporting. Also, there will be one item for extended GLCE. The embedded field test items will be spiraled across each operational form, and will refresh the item banks for future operational testing. The expectation is that 3 out of 4 MC field-test items will survive statistical review.

Total Items Needed per Test Cycle by Grade	Operational	Embedded Field Test
	MC	MC
3	53	40
4	59	45
5	54	50
6	60	45
7	62	50
8	49	40

The following table shows the number of items that will appear in each operational test booklet. In order to simplify test administration and ensure accurate reporting of the core items across forms, operational items will be in the same positions on all forms.

Test Length by Grade	Total Forms	Operational	Embedded Field Test	Total per Form
		MC	MC	
3	5	53	8	61
4	5	59	9	68
5	5	54	10	64
6	5	60	9	69
7	5	62	10	72
8	5	49	8	57



Grades 3-8 MEAP Reading

The following table shows the numbers of items needed for each operational test, including embedded field test items.

Total Items Needed per Test Cycle by Grade	Operational		Embedded Field Test	
	MC	CR	MC	CR
3	30	1	220	20
4	30	1	220	20
5	30	1	220	20
6	30	1	220	20
7	30	1	220	20
8	30	1	220	20

Each operational Reading test includes an embedded field test portion consisting of either (a) one or more passages with 8 multiple choice items, or (b) a paired reading passage with 8 MC's/passage and 6 cross-text MC's.

The following table shows the number of items that will appear in each operational test booklet. In order to simplify test administration and ensure accurate reporting of the core items across forms, operational items will be in the same positions on all forms. Similarly, constructed response items will be in the same positions on all forms, either at the end of section(s) of the test or at the end of the entire test.

Test Length By Grade	Total Forms	Operational		Embedded Field Test	Total per Form
		MC	CR	MC or CR	
3	5	30	1	48	79
4	5	30	1	48	79
5	5	30	1	48	79
6	5	30	1	48	79
7	5	30	1	48	79
8	5	30	1	48	79

The operational part of each test form will consist of:

- one or more narrative passages with associated MC items
- one or more informational passages with associated MC items
- one or more cross-text pairings with associated MC items
- a written response to a pair of reading passages

The embedded field test part of each test form will consist of:

- one or more reading passages with associated MC items, a set of paired passages and their cross-text MC items, OR
- one or more CR items (with associated text or prompts)



Grades 4 & 7 Writing

The following table shows the numbers of items needed for each operational test, including embedded field test items.

Total Items Needed per Test Cycle by Grade	Operational		Embedded Field Test	
	MC	CR	MC	CR
4	16	3	40	5
7	16	3	40	5

Each operational Writing test includes an embedded field test portion consisting of either (a) student writing sample with associated MC and CR items, (b) a narrative writing prompt, or (c) an information writing prompt.

The following table shows the number of items that will appear in each operational test booklet. In order to simplify test administration and ensure accurate reporting of the core items across forms, operational items will be in the same positions on all forms. Similarly, constructed response items will be in the same positions on all forms, either at the end of section(s) of the test or at the end of the entire test.

Test Length By Grade	Total Forms	Operational		Embedded Field Test	Total per Form
		MC	CR	MC or CR	
4	5	16	3	9	28
7	5	16	3	9	28

Grades 5 and 8 Science

The following table shows the numbers of items needed for each operational test, including embedded field test items.

Test Items Needed per Test Cycle by Grade	Operational		Embedded Field Test	
	MC	Matrix OP	MC	CR
5	32	85	60	0
8	33	100	75	0

The following table shows the number of items that will appear in each operational test booklet.

Test Length by Grade	Total Forms	Operational		Embedded Field Test		Total per Form
		MC	Matrix OP	MC	CR	
5	5	32	17	12	0	61
8	5	33	20	15	0	68

Grades 6 and 9 MEAP Social Studies

The following table shows the numbers of items needed for each operational test, including embedded field test items.

Test Items Needed per Test Cycle by Grade	Operational		Embedded Field Test	
	MC	CR	MC	CR
6	45	0	75	0
9	44	0	110	0

The following table shows the number of items that will appear in each operational test booklet.

Test Length by Grade	Total Forms	Operational		Embedded Field Test		Total per Form
		MC	CR	MC	CR	
6	5	45	0	15	0	60
9	5	44	0	22	0	66



MEAP-Access

The MEAP-Access is an accommodated form of MEAP for students with disabilities in Grades 3-8 who are assessed with grade level content using modified achievement standards. The MEAP-Access assessment only covers Mathematics, Reading, and Writing. The following table shows the number of items expected to build the MEAP-Access test for a given cycle

Test Items Needed per Test Cycle by Subject	Operational		Embedded Field Test	
	MC	Matrix OP	MC	CR
Math	10	35	20	0
Reading	31	0	24	0
Writing	2 CR	0	1 CR + 5MC	0

The following table shows the number of items that will appear in each operational test booklet.

Test Length by Subject	Total Forms	Operational		Embedded Field Test		Total per Form
		MC	Matrix OP	MC	CR	
Math	2	35	0	10	0	45
Reading	2	31	17	12	0	43
Writing	2	2 CR + 10MC	0	1	5	18

MME – Michigan Merit Exam Day 3

The Michigan high school assessment, the MME, is a 3-day assessment with components from ACT® administered in Day 1 and Day 2. Day 3 of the assessment is a Michigan developed supplement to the ACT® to assure complete Michigan content coverage. The Day 3 component tests Math, Science, and Social Studies. Reading and Writing are covered adequately in Day 1 and 2. The following table shows the numbers of items needed for each operational test for Day 3 of the MME.

Test Items Needed per Test Cycle by Subject	Operational		Embedded Field Test	
	MC	Matrix OP	MC	CR
Math	10	36	54	0
Science	18	104	84	0
Social Studies	32	0	96	0



The following table shows the number of items that will appear in each operational test booklet.

Test Length by Subject	Total Forms	Operational		Embedded Field Test		Total per Form
		MC	Matrix OP	MC	CR	
Math	6	10	6	9	0	25
Science	6	18	17	14	0	49
Social Studies	6	32	0	16	0	48

MI-Access Assessments

Mathematics Blueprint

While specific items will vary in difficulty on specific grade-level MI-Access mathematics assessments, in general, they will be designed the same way.

- All questions/items will be provided in a real-world context using hands-on materials when possible.
- Any data, tables, charts, advertisements, and/or text that are necessary for a question will be provided as part of the item, not supplied by the teacher.
- The use of calculators will be permitted.

The MI-Access mathematics assessments will cover significant territory. Students will be assessed on five out of six strands and eleven out of fifteen content standards. Within the context of “daily living skills,” the assessment will contain questions related specifically to patterns, relationships, and skills; geometry and measurement; data analysis and statistics; number sense and numeration; numerical and algebraic operations; and analytical thinking. In the context of “community experiences,” it will contain questions related specifically to geometry, measurement, number sense, and numeration. All of the questions, directly or indirectly, will also fall under the broad context of “employment.”

ELA Blueprint

While specific items will vary in difficulty on specific grade-level MI-Access ELA assessments, the general organization of the assessments will be similar. One of three overarching adult life contexts—community experience, daily living skills, or employment—will be used to frame the assessment. Then, three passages each reflecting real-world performance situations will be presented within that context. The following figure shows how the assessment might be organized for grades 4 and 5.



Quantities of items needed for MI-Access test designs are as follows in the table below.

CORE, EQUATING, AND FIELD-TEST ITEMS		
E= Equating items. These are items that are common between the current year's forms and last year's forms.		
	Core Items	Field test Items
Functional Independence Accessing Print Grades 3, 5, 6, and 8		
Word Recognition	20 (4 of which are equating)	4
Text Comprehension	3 passages/21 items (1 passage/7 items are equating)	1 passage/ 7 items
Functional Independence Accessing Print and Expressing Ideas Grades 4, 7, and 11		
Word Recognition	20 (4 of which are equating)	4
Text Comprehension	3 passages/21 items (1 passage/7 items are equating)	1 passage/ 7 items
Expressing Ideas	1 (NO equating items)	1
Functional Independence Mathematics		
Grades 3-5	30 (8 of which are E items)	8
Grades 6-8	35 (8 of which are E items)	10
Grade 11	40 (10 of which are E items)	10
Functional Independence Science		
Grade 5	35 (8 of which are equating)	8
Grade 8	40 (10 of which are equating)	10
Grade 11	45 (10 of which are equating)	10
Supported Independence Science		
Grade 5	17 (5 of which are equating)	5
Grade 8	17 (5 of which are equating)	5
Grade 11	17 (5 of which are equating)	5
Participation Science		
Grade 5	15 (5 of which are equating)	5
Grade 8	15 (5 of which are equating)	5
Grade 11	15 (5 of which are equating)	5
Participation ELA Grades 3-8 and 11	10 (4 of which are equating)	5
Participation Mathematics 3-8 and 11	10 (4 of which are equating)	5
Supported Independence ELA Grades 3-8 and 11	15 (5 of which are equating)	5
Supported Independence Mathematics Grades 3-8 and 11	15 (5 of which are equating)	5



Appendix D: Accessibility and Accommodations

Accessibility and Accommodations

A. Print

In the State of Michigan, all students participate in the assessment programs approved by the State Board of Education. Accommodations are a critical part of ensuring accessibility by students with disabilities to instruction and assessments. For some students, accommodations routinely used during instruction may be considered for use during the administration of state assessments.

In addition to alternate assessments, a variety of accommodations are available to provide students access to test content. Some of these accommodations require accommodated or alternate forms, which are shown in the table below: For a complete listing of current state-approved accommodations, see (<http://www.michigan.gov/baa>)

Accommodated Formats	MEAP	MEAP-ACCESS	MI-ACCESS	MME
Audio Version (CD), English (except Reading and Writing)	X	X	X	X
Video Version (DVD), English, Spanish, Arabic (except Reading and Writing)	X			X
Reader Script (Except Reading or Writing)	X	X		X
Enlarged Print (EP) Version	X	X	X	X
Braille Version	X	X	X	X

1. Audio/Reader Scripts are produced to allow test administrators to read items aloud to a student while the student follows along with a regular test. MDE will provide a POF of a Reader Script for one form of each assessment. An Audio version of a pre-recorded reading of the assessment will be produced by the Contractor in English.

The Contractor must provide the audio version of each test and print Readers Scripts based on orders placed on the BAA Secure Site. Audio and Reader’s Scripts are based on one form designated by MDE as a form used for accommodations.

2. Video Version (DVD) English, Spanish and Arabic Versions are similar to the Audio version of each test; however, they include a video of the designated form. The versions for Spanish- and Arabic-speaking students are provided for MEAP and MME.

The Contractor must utilize the Reader’s Script to develop parallel versions in Spanish and Arabic for all instructions and all parts of the item, which are read to students. The Contractor must use experts in K-12 education as well as English, Broadcast Spanish, and Modern Standard Arabic to create grade-level appropriate, parallel forms to the English version. Translations will be reviewed by a third party and submitted to MDE in PDF format.

3. Enlarged Print (EP) is available as an accommodation for students on all assessments. MDE currently uses American Printing House for the Blind (APH) guidelines for the preparation of Enlarged Print materials. All orders for Enlarged Print materials will be made by schools calling the Contractor’s Call Center.

The Contractor must produce Enlarged print materials from POFs provided by MDE. The EP materials will be increased 35% and printed on off-white paper. Some materials like rulers cannot be enlarged without distortion so the Contractor must review all items for possible problems arising from enlargement and provide a solution.

4. Braille is available as an accommodation for students on all assessments. MDE uses American Printing House for the Blind (APH) guidelines for the preparation of Braille materials. The Contractor must maintain a list of all Braille students identified in the BAA secure site. All orders for Braille materials will be made by schools calling the Contractor’s Call Center.

MDE will provide POFs of Assessment Administration Booklets, and Print to Braille Correspondence (notes that detail changes made to the print version to make them accessible with Braille) for each Braille test.



The Contractor must print the Braille Assessment, the Assessment Administration Booklet and Braille Correspondence and pack the materials into individual Kits for student use. Third Grade Braille Kits must also include a combined test booklet/answer document. All other Braille tests are transcribed onto a regular answer document by a test administrator.

B. Quality Assurance Plan

1. Developing audio scripts or video versions of items and tests in English or other language require a number of steps to ensure a standard of quality, including such issues as language dialects. The Contractor must provide experienced staff and processes required to maintain quality of the accommodated formats and methods for evaluation.
2. The Print Contractor must use the Accommodated Formats table and descriptions to describe the processes used to develop and reproduce accommodated formats for students, including quality assurance steps of gathering requirements and UATs.

C. Online

As the State of Michigan migrates to online assessment, these accommodations are being reviewed as a student's accessibility requirements for online testing. Online assessment systems that provide student-based screen adjustments and optional tools by item type will be required in 2014-15.

1. Audio/Reader Scripts are produced for human voice and computer –generated voice to develop technology-enabled items for computer-based delivery. As the item is presented, the student is able see the words that are being read. Currently, the MDE provides a Reader Script for one form of each test. With online testing, the reader script must be available by item so that spiraled fixed forms and CAT can occur.
 - a. The Online Contractor will provide an Audio Version (in English) of a pre-recorded reading of each item that can be accessed for designated groups of students
 - b. Audio version may include all students for some grade levels and content areas as well as identified students with special needs for other grade levels or content areas by test type.
2. Spanish and Arabic Versions are similar to the Audio version of each item for computer-based items. These parallel versions, which are produced by Spanish and Arabic-speaking human voices, are used to develop technology-enhanced items for online delivery of general assessment items (MEAP and MME).
 - a. The Contractor must use the Reader's Scripts provided by MDE to create Spanish and Arabic versions of all parts of the items and instructions read to students.
 - b. The Contractor must use experts in K-12 education as well as English, Broadcast Spanish, and Modern Standard Arabic to create grade level appropriate, online items that are parallel to the English version. All Spanish and Arabic versions of items will be reviewed by a third party and submitted to MDE for approval prior to their online use.
3. Enlarged Print (EP) is available as computer-based magnification function available to students for all test types. The Contractor must ensure that the accurate enlargement of items can be accomplished with a magnification function or tool for all online assessments, paying particular attention to graphics which may appear pixilated or stretched during this process.
 - a. The magnification tool must be capable of producing no less than a 35% increase in items.
 - b. All online tools like rulers and protractors must maintain accuracy with magnification.
4. Braille should be available as an online adaptive accommodation for students on all assessments. The Contractor will be asked to provide an assessment in refreshable Braille.
 - a. The Contractor must maintain a list of all Braille students identified in the BAA secure site. Schools will identify all students to test on-line with Braille by calling the Contractor's Call Center.
 - b. MDE will provide POFs of Assessment Administration Booklets and Braille Correspondence (notes that detail changes made to the print version to make them accessible on-line with refreshable Braille) for each Braille test.
 - c. The Contractor must deliver each item and stimulus with either a 40-cell Refreshable Braille Display or Braille Embosser unless the item or stimulus contains tactile or spatial components. These items must have the capability of being sent automatically to a Braille embosser. The adaptive Braille must also have the capability of producing embossing of any item or passage on demand/student request.
 - d. In addition, online assessments must be capable of delivering test items through a text to speech audio component.



5. The Online Contractor's web-based test delivery system must be compatible with other third-party devices and software that allow accommodations to be offered to students with disabilities for accommodations that cannot be built into the Contractor's system. Devices that can be used with the test delivery interface include alternate keyboard, alternate mouse, braille note-takers, keyboard emulators, and alternative and augmentative communication devices. Refreshable braille displays have been addressed in number 4.
6. The Online Contractor's accessibility tools are required as part of this Contract to provide dates and prior testing enhancements to the online assessment system to meet SBAC standards for accessibility modifications and tools that will be required to deliver ELA and mathematics items in 2014-15.
7. The Online Contractor must provide and have tested its system to meet QTI industry standards and plans for adopting APIP standards, once they are available. The requirements for accommodated formats, such as reader scripts or a read-aloud Spanish version is critical for CAT. A student requiring refreshable Braille, for example, may be more limited in the number of items available to take (as all items are not Brailleable). The Contract must provide a pre-id file for students that also contains the same item-based links in order for the online system to know what to present next.
8. The Contractor must provide preferences such as screen brightness, contrast or color as some students are color blind. Along with screen adjustments, presentation of items and choice of tools is critical for many students, who may be confused with figure/ground relationships on a "busy" screen. The use of a highlighter and devices to block parts of the screen is required. Identifying these student preferences as part of the pre-id and the software for the student would help ensure that the student's accessibility is optimal without depending on specialized adjustments from administration proctors at the time of testing.

The Contractor must provide current capabilities for providing student accessibility tools and any plans for improvement based on current QTI standards as well as evolving APIP standards. The Contractor must provide the tools and accommodations accessed by the student during testing will be tracked as well as how student profiles are created and/or uploaded to allow for appropriate accommodation options during testing. The Contractor shall include all resources required to make a test item accessible for all students, including those with a variety of disabilities and special needs.

D. Quality Assurance Plan

The Contractor, when developing audio versions of items in English or other language, require a number of steps to ensure a standard of quality, including such issues as language dialects. The Contractor must provide processes to maintain quality of the accommodated formats and methods for evaluation.



– PART 1 –

Part 1: Sample Multiple-Choice Question A B C D

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|--|--|--|--|
| 1 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 16 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 31 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 46 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D |
| 2 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 17 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 32 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 47 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D |
| 3 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 18 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 33 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 48 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D |
| 4 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 19 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 34 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 49 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D |
| 5 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 20 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 35 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 50 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D |
| 6 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 21 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 36 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 51 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D |
| 7 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 22 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 37 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 52 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D |
| 8 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 23 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 38 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | |
| 9 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 24 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 39 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | |
| 10 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 25 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 40 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | |
| 11 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 26 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 41 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | |
| 12 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 27 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 42 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | |
| 13 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 28 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 43 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | |
| 14 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 29 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 44 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | |
| 15 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 30 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 45 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | |

STOP – DO NOT GO ON UNTIL TOLD TO DO SO

– PART 2 –

Part 2: Sample Multiple-Choice Question A B C D

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|--|--|--|--|
| 53 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 58 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 63 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 68 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D |
| 54 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 59 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 64 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 69 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D |
| 55 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 60 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 65 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | |
| 56 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 61 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 66 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | |
| 57 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 62 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | 67 <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D | |

STOP

GRADE 6



Appendix F: Initial Order Formula

MEAP

See Current 2011 MEAP Requirements Initial Order Formulas document for complete set of business rules.

Initial Order Time Frame and Materials

Districts/Schools will be able to enter order counts from mid-May until late July for the following material:

1. Administration Manuals
2. Test Booklets
3. English Reader Script Kit
4. English Audio CD Kit
5. Arabic DVD Video Kit
6. English DVD Video Kit
7. Spanish DVD Video Kit
8. Enlarged Print Kit
9. Braille Kit**

Accommodated Kits

Accommodated kits include the following:

1. Grade 3 Braille Kit:
 - a. Braille Test Booklet (day 1 and day 2 for reading)
 - b. Form 88 Answer Document
 - c. AABB booklet
2. Grades 4-9 Braille Kit:
 - a. Braille Test Booklet (day 1 and day 2 for reading and writing)
 - b. AABB booklet
3. Reader Script Kit
 - a. Reader Script
 - b. Form 1 test booklet
4. Enlarged Print Kit
 - a. Enlarged Print test booklet (days 1 and 2 for reading and writing)
 - b. Form 1 test booklet (days 1 and 2 for reading and writing)
5. Audio CD Kit
 - a. CD
 - b. Form 1 test booklet (days 1 and 2 for reading and writing)
6. Video DVD Kit
 - a. DVD
 - b. Form 1 test booklet (days 1 and 2 for reading and writing)
 - c. Instruction sheet

Add/Adjust Orders

1. For MEAP only, the Test Booklets and Test Administration Manual Counts will be pre-populated, for public schools only, based on the spring MSDS or the number of students that tested the previous year, whichever is higher. A user can change and adjust these numbers as needed up to the posted deadline.
2. For MEAP, the "Math – No. of Students", "Social Studies – No. of Students", "Science – No. of Students" fields are required fields. MEAP-Access will apply to math, reading and writing only. This applies to accommodations only. Determine the best way to accomplish this during design.

Ancillary Materials Added by MDE

1. Special Handling Envelopes
 - a. Create an order of 2 Special Handling Envelopes per School.
 - b. Create an order of 1 Special Handling Envelope per District for those districts that receive overage orders.
2. Blank Labels (5161 Avery)
Create an order of 10 sheets per School. Districts do not receive this item and the item is not available for additional orders.
3. Security Compliance Forms
 - a. For school initial orders, create an order of 1 per fifty students, rounded up to the nearest whole number.
 - b. For districts that receive an overage order, create an order of 8 forms without regard to the district size.
 - c. The Security Compliance Form will be posted on the public web site.
http://www.michigan.gov/mde/0,1607,7-140-22709_31168---,00.html

Ancillary Materials Added by Contractor

1. Return Kits
 - a. Contractor will make return kits for schools with initial orders. The items in the return kits will be Scorable Stickers, Non-scorable Stickers, and Shipping Airbills in the quantities set out below.
 - b. The return kits will be assembled before initial orders are complete using the school list and student count in the table Demographic Data for test cycle 61. The items in the kit have overestimated quantities to make the additional orders of these items unnecessary. This overestimation also allows the kits to be assembled before the exact quantity of initial orders is known.
 - c. Public schools in the City of Detroit school district will not receive return kits. The district office will receive a return kit with scorable and non-scorable sticker quantities to be determined. Special shipping arrangements are made for the district which removes the need for the normal amount of airbills.
2. Shipping Airbills
 - a. Schools will receive 4 each.
 - b. Districts with an overage order will receive 1 for each public school in the district.
3. Scorable Stickers
 - a. Formula for grade 4 to 9 answer docs: The number of answer docs divided by 400 plus 3.
 - b. Formula for grade 3 answer docs: The number of answer docs divided by 100 plus 3.
4. Non-scorable Stickers
 - a. Formula: Number of test booklets plus accommodated kits divided by 120 plus 5. (Note: this is a change for discussion. Previously this applied to just grades 4 to 9 and did not include grade 3 materials.)
 - b. Writing should count as two test books and reading should count as two test books in this formula.
5. Return Verification Form
 - a. Formula: One form per kit.
 - b. Additional Return Verification Forms can be downloaded from the MEAP web site: www.michigan.gov/meap
6. Return Instructions
Formula: One sheet per kit.



MI-Access (Fall)

See MI-Access Material Ordering Requirements Initial Orders Fall document for complete set of business rules.

Initial Order Materials

	Test Administrator Manual Count	Number of Assessment Administrators	Standard Print	Enlarged Print	Braille*	Audio CD
District/School	Y	N/A	N/A	N/A	N/A	N/A
Participation ELA and Math	N/A	Y	Y	N/A	N/A	N/A
Supported Ind. ELA and Math	N/A		Y	N/A	N/A	N/A
Participation Science	N/A	Y	Y	N/A	N/A	N/A
Supported Ind. Science	N/A		Y	N/A	N/A	N/A
Functional Ind. Accessing Print and Expressing Ideas	N/A	Y	Y	Y	Y*	Y
Functional Ind. Math	N/A	Y	Y	Y	Y*	Y
Functional Ind. Science	N/A	Y	Y	Y	Y*	Y

Ancillary Materials

Enrollment Type	Material	School Quantity	District Quantity	Packaging
Generic – predicated on having any enrollment, but no specific enrollment	Pre-ID Labels	1, if pre-ID students have been uploaded		Set
	Copy of School Packing Slip(s)		1	Set
	Materials Return Kit*	1 if Nonpublic school	1	Each
	School Header Sheet	N/A		N/A
	District Return Sheet		1 per district	Each
	District Return Continuation Sheet		1 per district containing more than 19 schools with orders (round up (school count / 19))	



Enrollment Type	Material	School Quantity	District Quantity	Packaging
Number of Test Administrator Manuals	Test Administrator Manual	Test Administrator Manual counts entered + 1 for School Coordinator	1	Each
Number of Assessment Administrators	Security Compliance Form	2 times the greater of (FI Accessing Print/Expressing Ideas, FI Math, or FI Science Administrator counts) + 2 times greater of (P/SI ELA/Math or P/SI Science Administrator counts) + 1 for School Coordinator (All calculations done by grade and then added.)	1 per District Coordinator plus 10% of Administrator count. Round up to next whole number.	Each
	Class/Group ID Sheets	N/A		N/A
	School Return Envelope	1 per school		Each
Number of Assessment Administrators or Standard Print (QAI to apply form number)	Picture Cards: P/SI ELA & Math Grade 3-5	1 per P/SI ELA/Math grades 3-5 admin count		Each
	Picture Cards: P/SI ELA & Math Grade 6-8	1 per P/SI ELA/Math grades 6-8 admin count		Each
	Picture Cards: P/SI Science Grade 5	1 per P/SI Science grade 5 admin count		Each
	Picture Cards: P/SI Science Grade 8	1 per P/SI Science grade 8 admin count		Each
	FI Ruler (Grades 5-6)	Sum (FI Math Standard Print count for grades 5-6 + Assessment Administrator count) + 10%, round to pack of 5		Packs of 5



Enrollment Type	Material	School Quantity	District Quantity	Packaging
	FI Ruler (Grades 7-8)	Sum (FI Math Standard Print count for grades 7-8 + Assessment Administrator count) + 10%, round to pack of 5		Packs of 5

MI-Access (Spring)

See *MI-Access Material Ordering Requirements Initial Orders Spring 2012* document for complete set of business rules.

Initial Order Materials

	Coordinator and Test Administrator Manual Count	Number of Assessment Administrators	Standard Print	Enlarged Print	Braille*	Audio CD
District/School	Y	N/A	N/A	N/A	N/A	N/A
Participation ELA and Math	N/A	Y	Y	N/A	N/A	N/A
Supported Ind. ELA and Math	N/A	Y	Y	N/A	N/A	N/A
Participation Science	N/A	Y	Y	N/A	N/A	N/A
Supported Ind. Science	N/A	Y	Y	N/A	N/A	N/A
Functional Ind. Accessing Print and Expressing Ideas	N/A	Y	Y	Y	Y*	Y
Functional Ind. Math	N/A	Y	Y	Y	Y*	Y
Functional Ind. Science	N/A	Y	Y	Y	Y*	Y

Ancillary Materials

Enrollment Type	Material	School Quantity	District Quantity	Packaging
Generic – predicated on having any enrollment, but no specific enrollment	Pre-ID Labels	1, if pre-ID students have been uploaded		Set
	Copy of School Packing Slip(s)		1	Set
	Materials Return Kit*	1 if Nonpublic school	1	Each



Enrollment Type	Material	School Quantity	District Quantity	Packaging
	School Header Sheet	N/A		N/A
Number of Test Administrator Manuals	Test Administrator Manual	Test Administrator Manual counts entered + 1 for School Coordinator	1	Each
Number of Assessment Administrators	Security Compliance Form	2 times the greater of (FI Accessing Print/Expressing Ideas, FI Math, or FI Science Administrator counts) + 2 times greater of (P/SI ELA/Math or P/SI Science Administrator counts) + 1 for School Coordinator (All calculations done by grade and then added.)	1 per District Coordinator plus 10% of Administrator count. Round up to next whole number.	Each
	Class/Group ID Sheets	Total Administrator count + 2 additional		Each
	School Return Envelope	1 per school		Each
Number of Assessment Administrators or Standard Print (QAI to apply form number)	Picture Cards: P ELA & Math Grade 11	1 per P ELA/Math grades 11 admin count		Each
	Picture Cards: SI ELA & Math Grade 11	1 per SI ELA/Math grades 11 admin count		Each
	Picture Cards: P Science Grade 11	1 per P Science grade 11 admin count		Each
	Picture Cards: SI Science Grade 11	1 per SI Science grade 11 admin count		Each
	FI Ruler (Grade 11)	Sum (FI Math Standard Print count for grade 11), round to pack of 5		Packs of 5



MEAP-Access

See MEAP-Access F11 IMO Req Doc OSA document for complete set of business rules.

Initial Order Materials

Districts/Schools will be able to enter order counts from mid-May until September 15 for the following material:

1. Administration Manual
2. Braille Kit**
3. Math English Audio CD Kit
4. Math English Reader Script Kit
5. Enlarged Print Kit
6. Test Booklets

Accommodated Kits

1. All Braille Kits include an AABB booklet.
2. The grade 3 Braille Kit includes a Form 88 Answer Document for both the Math and Reading Kits. A standard Form 1 Test Booklet is not included in the Braille Kits. The Braille Booklet is the test booklet.
3. Except for Braille Kits, all accommodated kits include a Form 1 regular Test Booklet. The Enlarged Print Kits have both an enlarged print book and a standard Form 1 Test Booklet.
4. Math Overlays will not be a material item for Test Cycle 71.
5. Other than Grade 3 Braille Kits, an accommodated kit will not include an answer document

Ancillary Materials Added by MDE

1. Special Handling Envelopes
 - a. Create an order of 2 Special Handling Envelopes per School.
 - b. Create an order of 1 Special Handling Envelope per District for those districts that receive overage orders.
2. Blank Labels (5161 Avery)
Create an order of 10 sheets per School. Districts do not receive this item and the item is not available for additional orders.
3. Class Group ID Sheet
 - a. Create an order at 1 for every 20 students in a grade times the number of subjects tested in a grade. Each grade would be calculated separately – all grades will get a minimum of 3 sheets.
 - b. Since the test booklet initial order is for a subject (no Day 1 and Day 2 differential), an accepted way to make this calculation is to sum the number of test booklets and accommodated kits ordered in a grade (after the adjustments in the preceding sections) and divide by 20, rounding up to the nearest whole number. Then apply the 3 minimum for the grade.
4. School Grade Header Sheet
 - a. Create an order for schools in the same manner and in the same ratio as the Class Group ID Sheet calculation in section 6.3 above. However, the minimum order will be 10 per grade with a minimum of 5 per grade for schools that have only one grade. For grade 3 reading the number of headers ordered should be doubled since the reading is tested on 2 days.
 - b. Each header (initial orders and additional orders) will have the district name printed on the line for District Name in box 1 and the school name printed on the line for School Name in box 1. A scannable barcode will be printed in the lower left corner identifying the district and school printed in box 1.
 - c. Blank headers with none of the printing above may be shipped upon special request. Blank headers are discouraged because the scannable barcode and other information printed on the header is desirable for processing test materials.
5. Security Compliance Forms
 - a. For school initial orders, create an order of 1 per **10** students, rounded up to the nearest whole number. For districts that receive an overage order, create an order of **4** forms without regard to the district size.
 - b. The OSA Security Compliance Form will be posted on the public web site.
http://www.michigan.gov/mde/0,1607,7-140-22709_52674---,00.html

Ancillary Materials Added by Contractor

1. Return Kits
 - a. MDE will not include scorable stickers, non-scorable stickers, and Shipping airbills in initial orders. Contractor will compute these items using the same data used by the psychometricians for determining form assignment.



This data is the MDE table Demographic Data for test cycle **71** and is the same data used to estimate material order quantities for test cycle **71**.

- b. Contractor will make return kits for schools with initial orders. The items in the return kits will be Scorable Stickers, Non-scorable Stickers, and Shipping Airbills in the quantities set out below.
 - c. The return kits will be assembled before initial orders are complete using the school list and student count in the table Demographic Data for test cycle **71**. The items in the kit have overestimated quantities to make the additional orders of these items unnecessary. This overestimation also allows the kits to be assembled before the exact quantity of initial orders is known.
 - d. Public schools in the City of Detroit school district will not receive return kits. The district office will receive a return kit with scorable and non-scorable sticker quantities to be determined. Special shipping arrangements are made for the district which removes the need for the normal amount of airbills.
2. Shipping Airbills
Schools will receive 2 each. Districts with an overage order will receive 1 for each public school in the district.
 3. Scorable Stickers
Formula for grade 4 to 8 answer docs: The number of answer docs divided by 400 plus 3. Formula for grade 3 answer docs: The number of answer docs divided by 100 plus 3.
 4. Non-scorable Stickers
Formula: Number of test booklets plus accommodated kits divided by 120 plus 5. Writing should count as two test books and reading should count as two test books in this formula.

MME Assessment – Day 3

See 2011 Initial Material Orders Formulas Day3 Only and 2011 Initial Material Orders Formulas Day3 Only Table documents for complete set of business rules.

Initial Order Materials

Schools are able to enter order counts from early December until mid-January for the following materials:

1. Standard Time – regular print Test Booklets (no accommodations)
2. Extended Time – regular print Test Booklets (does not require any
3. accommodated format listed below)
4. Enlarged Type (no regular print Form 12 Test Booklet; however, an
5. Administration Manual for students testing with accommodations is included)
6. *Braille with regular print Test Booklet and Braille Transcription Notes)
7. *Reader Script with regular print Test Booklet (Booklets A, B, & C)
8. *English Audio Cassette with regular print Test Booklet (Cassettes A, B, & C)
9. *English Audio DVD with regular print Test Booklet (DVD A, B, & C)
10. *English Video DVD with regular print Test Booklet (DVD A, B, & C)
11. *ELL Video DVD – Spanish audio with regular print Test Booklet (DVD A, B, & C)
12. *ELL Video DVD – Arabic audio with regular print Test Booklet (DVD A, B, & C)

*Included with this material is an Accommodated Kit, which contains an Accommodated Administration manual and a regular print Form 12 Test Booklet.

Ancillary Materials

Once the Student Count (Material Ordering) window is closed, MDE calculates the rest of the Initial Order, including any overage orders. The material orders that are to be added include:

1. Standard Time – regular print (includes calculated overage)
2. Answer Documents
3. Administration Manuals
4. Administration Manuals for Students Testing with Accommodations
5. Blank Labels
6. School Header Sheets
7. Non-Scorable Stickers
8. Scorable Stickers
9. SHIPPING Labels
10. Irregularity Report Return Envelopes
11. Administration Forms Return Envelopes
12. Paper bands for returning Answer Documents
13. Roll of sealing tape to secure boxes containing returned materials
14. Class/Group ID Sheets



Appendix G: Item Bank Description

BAA Item Banking System (IBS)

The BAA Item Banking System is a State developed web-based application that encompasses all of the following functions within a single framework:

- Complete Item Development Life Cycle – manages the entire workflow process and item versioning for all user roles contributing to the development of the item from item assignment through retirement of the item. This includes functionality for Item Assignment, Item Authoring, Content Review and Edification, Media Composition and linkage, Stimulus Creation and linkage, Scoring Rubrics and linkage, Committee Reviews, Editorial Review, addition of attributes (accommodated formats and translations) and meta data (item statistics for each administration), Psychometric review, Data Review, and Test Bank pool inventory. Additionally there are advanced search capabilities on item elements, metadata, and stimuli; and the item versioning history is maintained and viewable through UI screens.
- Test Development Processes – includes functionality to build test blueprints (test specifications), select anchor or linking items, and auto generate a testmap for multiple forms (IBS will select items from the IBS that best fulfill the blueprint specifications), Content and Psychometric Review of the auto generated forms and statistical reports for each form (including Test Characteristic, Test Information, and Test Standard Error Curves), ability to rearrange or replace items in the test map, and monitor the test development workflow from blueprint creation through test map approvals by Content and Psychometric reviewers. Approval of the test maps initiates the Test Packager export. It should be noted that current capabilities generate a fixed form test, but the blueprint specification process will support creation of a Test Bank export process for adaptive testing.
- Test Composition Process – manages the process flow for all users involved in the Test Composition process including XML exports, review and approval of published item formats (OnePer) for each item within a test map. That approval process initiates the pre-production export of the OnePers in test booklet order for each form included in the test map, as well as Reader Scripts, translation formats, and other ancillary materials associated with items in the test map needed for production. It should be noted here that the export process also supports XML export (Test Packager) for delivery to the online delivery engine, and is adaptable to export a Test Bank to interface with an adaptive engine.



Appendix H: Secure Site Description

BAA Secure Site

The BAA Secure Site is one system that contains student and teacher data with regard to assessments and provides this essential data for the purpose of test administration. , and the BAA Secure Site provides district and school personnel, ISD/District/School administrators, and SOM administrators a central repository of student assessment data. Additionally data is automatically fed into the BAA Secure Site from the MSDS data collection to ensure that student and teacher data is up-to-date. Most importantly, the BAA Secure Site is a student-centric system in which students are linked to teachers, tests, and groups for ease of administration and reporting. Data is also maintained for the following assessments;

1. Michigan Educational Assessment Program (MEAP) – A State assessment for general education and some special education students in grades 3 through 9.
2. Michigan Merit Exam (MME) – A State assessment for general education and some special education students which consist of three components; 1) ACT® plus Writing, 2) WorkKeys® Locating Information and 3) Michigan Math, Social Studies and Science in grades 11 and 12.
3. Michigan's Alternate Assessment System (MI-Access) – An alternate State assessment designed for students with cognitive impairments. There are three different types of MI-Access assessments available; 1) Functional Independence, 2) Supportive Independence, 3) Participation. This assessment is given in the fall for students in grades 3 through 8 and the spring for grade 11.
4. Michigan's Alternative Assessment based on Modified Achievement Standards (MEAP-Access) – An alternative State assessment based on modified achievement standards for students with disabilities for students in grades 3 through 8.
5. English Language Proficiency Assessment (ELPA) – This is an assessment that is used for students that have already been determined to eligible for English Language Learners (ELL) services to monitor their process in English. This assessment is given to students in kindergarten through grade 12.
6. English Language Proficiency Assessment Screener – This is an assessment that is used to screen incoming students whose primary language is something other than English. It is administered throughout the year on an individual student basis for students in kindergarten through grade 12.

The existing application provides the following primary functions:

1. Pre-identification of students to be tested – This is the mechanism by which the districts and schools identify the students that will be participating in a particular assessment.
2. Ordering of assessment materials – This is the process by which the districts and schools order assessment materials for the students that have been pre-identified for a given assessment.
3. Verifying students expected-to-test and student demographics (Expected-to-Test) – This is the process by which the districts and schools verify their final enrollment of students and the demographics for those students that are available in MSDS.
4. Verification of scanned assessment documents and demographic information (Tested Roster) – The Tested Roster window is the time when the districts and schools verify that the answer documents for all the students that participated in a particular assessment have been received and scanned correctly. During the Tested Roster window, appeals for prohibitive behavior and non-standard accommodations can be submitted. Issues related to missing students, missing answer documents, moving students to another school or district and combining of students can also be created during this period.
5. Identifying why students did not test (Students Not Tested) – The Students Not Tested window allows the districts and schools an opportunity to provide a reason why a student did not test. The information from the final enrollment and tested roster is used identify the students for this comparison.
6. Access to student assessment score report PDFs – The schools and districts can view student level and aggregated reports in a PDF format for a selected assessment.
7. Miscellaneous report creation – The schools and districts can create miscellaneous reports such as Pre-identification of students, Tested Roster, Barcode Labels and Student Record Labels.
8. ELPA Screener material order shipping and tracking – This is the process where districts and schools can order materials for the ELPA Screener assessment.
9. ELPA Screener score entry and report creation – This is the process that a district or school can enter the student results for the ELPA Screener assessment. The Individual Student and Class Roster reports are available for this assessment.
10. Security administration – The security administration maintains and assigns roles and privileges to users of the BAA Secure Site.



Appendix I: Assessment Composition Requirements and Processes

Creation of electronic .pdf booklets of Michigan's K-12 assessment materials and the quality control processes required for their transfer to a print vendor follow established and proven protocols.

There are different types of assessment materials that both students and administrators use in the successful administration of one of Michigan's assessment. Each of Michigan's five current assessment programs uses particular materials dedicated for that program, although many of the types of the printed materials are analogous between programs.

All printed assessment materials undergo a writing and a quality control process before any particular booklet is published. This is true of student test booklets, administrator manuals, report guides, ancillary header sheets, item descriptor booklets, Braille materials, enlarged print booklets, reader scripts, or any other type of material that is used before, during, or after assessments are administered.

Each of these different types of printed materials has a different writing and quality control process, tailor-made to the particular type of material. Whereas the writing or generation of a particular type of material may originate with one particular work team within MDE, all materials pass through multiple work teams along a quality control process before being passed to a print vendor.

For the purposes of describing each of the content generation and quality control steps that involve Michigan's Item Banking System (IBS), it is best to focus primarily on student test booklets. Student test booklets are also excellent examples of products that are created with the input of multiple teams.

The generation of content for student test booklets begins with blueprint creation within the IBS. It is at this step when a content lead designs a new assessment, selecting the content standards that its items will assess, among other details. A blueprint will also define the number of operational items and new field test items for that content area, at the particular grade level, and as a particular administration type (regular or Braille).

This content lead then assigns items (and, in the case of Reading, new contexts) to be written by selected writers. For items, writers submit items that are reviewed by content leads. These content leads can ask writers to revise their items before accepting them. Once accepted, requests for graphics that the item writers have made, if appropriate to the item, are forwarded to the graphic designers for creation. The Composition Lead role in the IBS routs particular graphic requests to graphic designers; when their graphics are fulfilled and approved by the content leads, their graphics are associated with the right items. Then, content leads have the opportunity to advance items that they judge fit for field testing before committee reviews begin.

After the content and bias/sensitivity committees are held, results are reviewed by the content leads. Items that have been rejected by committees are eliminated from moving forward in the system and are given the label DNU (Do Not Use). Items that have been accepted but have recommended changes from the committee(s) are reviewed by content leads, and forwarded to the Editor after the content lead makes the recommended changes to the content of the item. Finally, items that are accepted as-is from the committee(s) are forwarded directly to the Editor role in the IBS.

The Editor then has a similar task: review the items, accepting each item as-is or recommending further changes. A content lead then gets a final chance to accept each item, agree to recommended edits and make those revisions, or reject the item entirely and give it DNU status. At this time, any attributes are added to the item by the content lead (such as item descriptor text and reader script text), the content lead can then "bank" the item, meaning the item is complete, free of error, is worded the way that the content lead wants, and has approved graphics (if applicable). (It should also be noted that item attributes can be added even after the Banked stage.)

A test map for a specific content area, grade level, and administration type can then be created from a base blueprint; the IBS assigns eligible items at particular functions (field test or operational items) according to the content lead's directions on where the items should appear in the test map, after the content lead assigns particular content standards GLCEs/HSCes and the quantities of items assigned to those benchmarks from available pools. Field test items that have been banked using the process described above can be thus be assigned to new test maps.



When this happens, the IBS alerts print compositors as to which one-pers to make. One-pers are single documents that show “one item per page” (hence the name) and are generated by print compositors as .pdf files. When they begin their existence as raw files in Adobe InDesign, these .pdf one-pers are typically designed with a particular template that allows for automated placement within a student test booklet.

The Test Process screen in the IBS shows which one-pers need to be created, and which one-pers have been retained from a previous administration cycle. Retaining one-pers, for example in the case of items that have appeared previously as field test items and are now ready to be included as operational items, is a method of maintaining version control of items between administration cycles, as the IBS will already have stored one-per .pdfs of items that appear again for future assessments, locking out unapproved changes.

Items that do not have one-per files attached to their IBS data will be identified by the IBS as those that need one-pers to be created. After its alert is created, the IBS prepares one-per XML files that are downloaded by the Composition Lead or a print compositor. Each XML file is interpreted by the print compositor’s InDesign software; its text and graphics (if any) are present in the XML file and thus are said to “flow in” to the pre-designed item template. According to established assessment Style Guides, the print compositor then positions the item stem, its options, and any graphics, and applies any “booklet-level” styling such as word underlining. This raw file is then exported as a .pdf with pre-set print parameters in Adobe Acrobat so that, when it is automatically placed into a form of a student test booklet, it conforms to the specifications of Michigan’s print vendors.

Each newly-created one-per in .pdf format is then uploaded to the IBS by the print compositor. When all of the new one-pers are fulfilled according to the test map, the content lead first reviews the one-pers. Typically, the content lead compares the one-per to the data found in the IBS pertaining to the item (usually by looking at a “preview” screen in the IBS). In the case of one-pers for operational items, the content lead also typically compares to how the item appeared in samples of student test booklets from the previous administration cycle in which the item appeared.

The content lead can request revisions to particular one-pers, identifying which items need revision by selecting their one-per for deletion and submitting a revision request. These functions are all part of content lead screens within the IBS. Likewise, the person in the Editor role can also request revisions to items that, for example, do not conform to established styles for that assessment. In these cases the Editor’s comments are reviewed by the content lead, and the content lead is the final arbiter of how to follow the suggestions made by the Editor. Like before, the content lead can delete one-pers that have errors based on the Editor’s recommendations. Any time the content lead does this, an alert is automatically generated by the IBS, and print compositors can correct errors in the .pdf one-pers.

When both the content lead and the Editor have approved all of the one-pers for a particular test map (at its content area, grade level, and administration type), the IBS automatically generates electronic per-production materials and makes these files available on a specified secure server. While the pre-production materials are not completed booklets, they can be thought of as all of the parts and pieces necessary to assemble them. This includes not just student test booklets, but also reader scripts and other related materials featuring assessment content as necessary in the administration of one of Michigan’s assessment programs.

Note that at several points before the pre-production materials appear in the secure server, each item (and context) has already undergone multiple quality control steps. In fact, the quality control for the item, from a content lead’s approval of it, the editor’s approval of it, to the committee’s reviews of it, have all been completed before the item has even been Banked. The value of this system is that the work of quality control over the resultant printed book is greatly streamlined. The one-pers themselves are a result of automation introduced by the IBS—at no time does a print compositor have to enter text by hand, and in ACT® the print compositor only arranges the pre-approved elements (stem, options, and graphics) on a snap-to-grid template in Adobe InDesign. Since the one-pers are all stored by the IBS and approved by content leads and the editor, they flow into booklet templates already correct and approved for use on assessments. No re-writing of items happens after the items are banked (although they can be re-field-tested and rewritten).

As a result, booklet composition for Michigan assessments using the IBS is a relatively automated process, with pre-approved templates holding pre-approved one-per .pdfs. When physical paper booklets enter the multiple-team proofing and editing system outside of the IBS, only booklet-level edits can be made by staff (although to add a further layer of scrutiny, proofers are still asked to check basic features such as spelling, punctuation, and grammar).

The three-round proofing system includes steps and individual checklists for different staff roles. In the first round of proofing and editing, the initial composition of test forms is done by print compositors and the Editor takes a first review. The original print compositor makes any changes that the Editor notes before the forms go to the content lead responsible for the content area. The content lead completes his or her review and necessary changes are then made. Just before moving into the second round, all edits are checked to ensure they have been made correctly.



In the second round of proofing and editing, the Test Administration staff perform their review, with a special focus on the directions present in the student test booklet; they compare this text to the draft of the Test Administration Manual that is being prepared as well as ancillary materials for accommodated administration, such as reader scripts. Next, an additional proof is done by support staff, using their own checklist. Finally, any changes found in these reviews are made, and all edits are checked by the Editor to make sure they were made correctly.

The third and final round of proofing and editing is a set of sign-offs, declaring the final printed product to be error-free. In this round, the Editor, Test Administration staff, the content lead, the Test Development Manager, and finally the Composition Manager all sign off and attest that the booklet is in final, printable format. Once all signoffs have been made, the electronic file is passed to the contractor or print vendor.



Appendix J: Style Guide MEAP and MME 2012

Please see the website below for current Style Guides for MEAP and MME

[MEAP/MME Item Writing and Style Guide 2012](#)



Appendix K: Security Form



OSA Security Compliance Form

I, the undersigned, do certify and attest to all of the following:

I have had access to a printed or electronic copy of the *Assessment Integrity Guide* as published by the Office of Standards and Assessment (OSA) of the Michigan Department of Education (MDE); and

I have read the sections applicable to assessment security, preparation, and administration; and

I have read the section regarding the duties and responsibilities of my role in the assessment process; and

I have followed the practices found in the current assessment manual(s) as they relate to my role.

Date: _____

Signature: _____

Printed Name: _____

Note: Electronic copies of the *Assessment Integrity Guide* and assessment administrator manuals are available at <http://www.michiga.gov/baa>. For further information, contact the Michigan Department of Education, Office of Standards and Assessment (OSA), 608 W. Allegan St., P.O. Box 30008, Lansing, MI, 48909, call toll-free (877) 560-8378, or e-mail baa@michigan.gov.

1. Assessment Programs *Mark ALL that apply*

MEAP
 MEAP-Access
 MI-Access
 MME
 ELPA

2. Assessment Roles *Mark ALL that apply*

<input type="radio"/> District Coordinator	<input type="radio"/> School Administrator	<input type="radio"/> Proctor	<input type="radio"/> Item Writer
<input type="radio"/> School Coordinator, Test Supervisor, or Back-Up Test Supervisor	<input type="radio"/> District Administrator	<input type="radio"/> School Administrator	<input type="radio"/> Context Writer
<input type="radio"/> Accommodations Provider or Test Accommodations Coordinator	<input type="radio"/> Committee Member	<input type="radio"/> District Administrator	<input type="radio"/> Expert Reviewer
<input type="radio"/> Assessment Administrator or Room Supervisor		<input type="radio"/> Committee Member	<input type="radio"/> Other

3. Educational Entity

PLEASE PRINT—Use full names.

School Name: _____ School Code: _____

District Name: _____ District Code: _____

Directions

TO COMPLETE:

1. Mark all corresponding bubble(s) next to the assessment program(s) for which you have one or more roles.
2. Mark all corresponding bubble(s) next to your role(s) for the current assessment administration process (for example, District Coordinator, School Coordinator, etc).
3. In the area under Educational Entity, district coordinators print district name only. All others print both district name and school name on the lines provided. If known, please provide school and district codes.

IMPORTANT:
Districts must keep all completed Security Compliance Forms on file at their district for a period of one year following the assessment window. Do NOT return completed forms to the testing contractor.



Appendix L: MDE File Format

Database Field Names	Field definition	Values	Comments
TestCycleID	int	99	69 - MEAP 2011 71 - MEAP-Access 2011
MEAPBarcode	varchar (10)	9999999999	MEAP or MEAP-Access barcode
ISDCode	varchar (20)	99	
DistrictCode	varchar (20)	99999	
SchoolCode	varchar (5)	99999	
Grade	char (2)	99	03 - 09
OutOfLevel	bit	1,0	1 if answer doc grade unequal to vDemographicData grade
LastName	varchar (25)		
FirstName	varchar (25)		
MiddleInitial	char (1)		
DateOfBirth	datetime	CCYY-MM-DD	
Gender	char (1)	M,F	
EthnicID	tinyint	0,1,3,4,5,6,9	
UIC	char (10)	9999999999	
StudentNumber	varchar (20)		
Address	varchar (50)		
City	varchar (30)		
State	varchar (2)		
zip	varchar (10)		
FeederSchoolCode	varchar (5)		
PostSecondarySchool1	int	0-9,Space, *	
PostSecondarySchool2	int	0-9,Space, *	
PostSecondarySchool3	int	0-9,Space, *	
PostSecondarySchool4	int	0-9,Space, *	
SE	bit	1, 0	Special Ed
LEP	bit	1, 0	Limited English Proficient
MS	bit	1, 0	Migratory Status
ED	bit	1, 0	Economically Disadvantaged
LTFAY	bit	1, 0	Less Than Full Academic Year
FLEP	bit	1, 0	Formerly Limited English Proficient.
Homeless	bit	1, 0	No grid
GraduationMonth	int	01 - 12, Space, *	
GraduationYear	int	2005 - 2015, Space,*	
InterruptedSchooling	bit		
TestCenterCode	char (2)		
ReadingCourseID	varchar (4)		Same as Class/Group ID
WritingCourseID	varchar (4)		Same as Class/Group ID
MathCourseID	varchar (4)		Same as Class/Group ID
ELACourseID	varchar (4)		N/A for 2011



ScienceCourseID	varchar (4)		Same as Class/Group ID
SocialStudiesCourseID	varchar (4)		Same as Class/Group ID
MathHomeSchool	bit	1, 0	
ScienceHomeSchool	bit	1, 0	
SocialStudiesHomeSchool	bit	1, 0	
ReadingHomeSchool	bit	1, 0	
WritingHomeSchool	bit	1, 0	
ELAHomeSchool	int	1, 0	N/A for 2011
MathNonStandard	bit	1, 0	
ScienceNonStandard	bit	1, 0	
SocialNonStandard	bit	1, 0	
ReadingNonStandard	bit	1, 0	
WritingNonStandard	bit	1, 0	
MathStandard	bit	1, 0	
ScienceStandard	bit	1, 0	
SocialStandard	bit	1, 0	
ReadingStandard	bit	1, 0	
WritingStandard	bit	1, 0	
MathVideoEnglish	bit	1, 0	
ScienceVideoEnglish	bit	1, 0	
SocialVideoEnglish	bit	1, 0	
ReadingVideoEnglish	bit	1, 0	No grid
WritingVideoEnglish	bit	1, 0	No grid
MathVideoSpanish	bit	1, 0	
ScienceVideoSpanish	bit	1, 0	
SocialVideoSpanish	bit	1, 0	
ReadingVideoSpanish	bit	1, 0	No grid
WritingVideoSpanish	bit	1, 0	No grid
MathVideoArabic	bit	1, 0	
ScienceVideoArabic	bit	1, 0	
SocialVideoArabic	bit	1, 0	
ReadingVideoArabic	bit	1, 0	No grid
WritingVideoArabic	bit	1, 0	No grid
MathAudio	bit	1, 0	
ScienceAudio	bit	1, 0	
SocialAudio	bit	1, 0	
ReadingAudio	bit	1, 0	No grid
WritingAudio	bit	1, 0	No grid
MathBraille	bit	1, 0	
ScienceBraille	bit	1, 0	
SocialBraille	bit	1, 0	
ReadingBraille	bit	1, 0	
WritingBraille	bit	1, 0	
MathLargePrint	bit	1, 0	
ScienceLargePrint	bit	1, 0	
SocialLargePrint	bit	1, 0	



ReadingLargePrint	bit	1, 0	
WritingLargePrint	bit	1, 0	
MathLEPTestReadEnglish	bit	1, 0	No grid
ScienceLEPTestReadEnglish	bit	1, 0	No grid
SocialLEPTestReadEnglish	bit	1, 0	No grid
ReadingLEPTestReadEnglish	bit	1, 0	No grid
WritingLEPTestReadEnglish	bit	1, 0	No grid
MathLEPTestReadNative	bit	1, 0	
ScienceLEPTestReadNative	bit	1, 0	
SocialLEPTestReadNative	bit	1, 0	
ReadingLEPTestReadNative	bit	1, 0	No grid
WritingLEPTestReadNative	bit	1, 0	No grid
MathLEPDirReadEnglish	bit	1, 0	No grid
ScienceLEPDirReadEnglish	bit	1, 0	No grid
SocialLEPDirReadEnglish	bit	1, 0	No grid
ReadingLEPDirReadEnglish	bit	1, 0	No grid
WritingLEPDirReadEnglish	bit	1, 0	No grid
MathLEPDirReadNative	bit	1, 0	No grid
ScienceLEPDirReadNative	bit	1, 0	No grid
SocialLEPDirReadNative	bit	1, 0	No grid
ReadingLEPDirReadNative	bit	1, 0	
WritingLEPDirReadNative	bit	1, 0	
MathLEPOtherAccom	bit	1, 0	
ScienceLEPOtherAccom	bit	1, 0	
SocialLEPOtherAccom	bit	1, 0	
ReadingLEPOtherAccom	bit	1, 0	
WritingLEPOtherAccom	bit	1, 0	
MathMultiDay	bit	1,0	Merge of ELL and Disability Multiple Day
ScienceMultiDay	bit	1, 0	Merge of ELL and Disability Multiple Day
SocialMultiDay	bit	1, 0	Merge of ELL and Disability Multiple Day
ReadingMultiDay	bit	1, 0	Merge of ELL and Disability Multiple Day
WritingMultiday	bit	1,0	Merge of ELL and Disability Multiple Day
MathOtherAccom	bit	1, 0	
ScienceOtherAccom	bit	1, 0	
SocialOtherAccom	bit	1, 0	
ReadingOtherAccom	bit	1, 0	
WritingOtherAccom	bit	1, 0	
MathUnethical	bit	1, 0	Prohibited Behavior
ScienceUnethical	bit	1, 0	Prohibited Behavior
SocialUnethical	bit	1, 0	Prohibited Behavior
ReadingUnethical	bit	1, 0	Prohibited Behavior
WritingUnethical	bit	1, 0	Prohibited Behavior
ACT® Unethical	bit	1, 0	Prohibited Behavior
MathMisAdministered	bit	1, 0	



ScienceMisAdministered	bit	1, 0	
SocialMisAdministered	bit	1, 0	
ReadingMisAdministered	bit	1, 0	
WritingMisAdministered	bit	1, 0	
ACT® MisAdministered	bit	1, 0	
ACT® CollegeReportable	bit	1, 0	
MathArabic	bit	1, 0	
ScienceArabic	bit	1, 0	
SocialArabic	bit	1, 0	
ReadingArabic	bit	1, 0	
WritingArabic	bit	1, 0	
ELAArabic	bit	1, 0	N/A for 2011
MathChaldean	bit	1, 0	
ScienceChaldean	bit	1, 0	
SocialChaldean	bit	1, 0	
ReadingChaldean	bit	1, 0	
WritingChaldean	bit	1, 0	
ELAChaldean	bit	1, 0	N/A for 2011
MathSpanish	bit	1, 0	
ScienceSpanish	bit	1, 0	
SocialSpanish	bit	1, 0	
ReadingSpanish	bit	1, 0	
WritingSpanish	bit	1, 0	
ELASpanish	bit	1, 0	N/A for 2011
MathOtherLanguage	char (1)	1, 0	
ScienceOtherLanguage	char (1)	1, 0	
SocialOtherLanguage	char (1)	1, 0	
ReadingOtherLanguage	char (1)	1, 0	
WritingOtherLanguage	char (1)	1, 0	
ELAOtherLanguage	varchar (1)	1, 0	N/A for 2011
MathResearchCode1	char (2)	01 - 10, Space, **	
MathResearchCode2	char (2)	01 - 10, Space, **	
ScienceResearchCode1	char (2)	01 - 10, Space, **	
ScienceResearchCode2	char (2)	01 - 10, Space, **	
SocialResearchCode1	char (2)	01 - 10, Space, **	
SocialResearchCode2	char (2)	01 - 10, Space, **	
ReadingResearchCode1	char (2)	01 - 10, Space, **	
ReadingResearchCode2	char (2)	01 - 10, Space, **	
WritingResearchCode1	char (2)	01 - 10, Space, **	
WritingResearchCode2	char (2)	01 - 10, Space, **	
ELAResearchCode1	char (2)	01 - 10, Space, **	N/A for 2011
ELAResearchCode2	char (2)	01 - 10, Space, **	N/A for 2011
MathScribe	bit		
ScienceScribe	bit		
SocialScribe	bit		
ReadingScribe	bit		



WritingScribe	bit		
MathCalculator	bit		
MathReader	bit		Merge of ELL & Disabilities Reader Script
ScienceReader	bit		Merge of ELL & Disabilities Reader Script
SocialReader	bit		Merge of ELL & Disabilities Reader Script
ReadingReader	bit		Merge of ELL & Disabilities Reader Script
WritingReader	bit		
MathWordProcessor	bit		
ScienceWordProcessor	bit		
SocialWordProcessor	bit		
ReadingWordProcessor	bit		
WritingWordProcessor	bit		
MathTestType	char (2)		
ScienceTestType	char (2)		
SocialTestType	char (2)		
ReadingTestType	char (2)		
WritingTestType	char (2)		
MathTestTaken	bit	1, 0	
ScienceTestTaken	bit	1, 0	
SocialTestTaken	bit	1, 0	
ReadingTestTaken	bit	1, 0	
WritingTestTaken	bit	1, 0	
ListeningTestTaken	bit	1, 0	
ACT® TestTaken	bit	1, 0	
WKTestTaken	bit	1, 0	
MITestTaken	bit	1, 0	
MathTestUIN	char (20)		
MathTestDocID	char (16)		
ScienceTestUIN	char (20)		
ScienceTestDocID	char (16)		
SocialTestUIN	char (20)		
SocialTestDocID	char (16)		
ReadingTestUIN	char (20)		
ReadingTestDocID	char (16)		
WritingTestUIN	char (20)		
WritingTestDocID	char (16)		
ACT® TestUIN	char (20)		
ACT® TestDocID	char (16)		
SerialNbr	int		
ModifiedDate	datetime		
CreatedDate	datetime		
Unassigned	bit		
MathADKey	int		
MathIDocID	int		



ScienceADKey	int		
ScienceIDocID	int		
SocialADKey	int		
SocialIDocID	int		
ReadingADKey	int		
ReadingIDocID	int		
WritingADKey	int		Grade 3: Reading
WritingIDocID	int		Grade 3: Reading
MathMEAPAccessElig	bit	1,0	N/A for 2011
ReadingMEAPAccessElig	bit	1,0	N/A for 2011



Appendix M: Guide to Reports

Reserved



Appendix N: Current Test Deck and User Acceptance Rules

Reserved



Appendix O: Independent Psychometric Quality Assurance Review

Reserved



Appendix P: Contractor Administration Plan Model

The Contractor acknowledges that the overall administration plan will be developed based on the tasks and subtasks for the State's K–12 assessments program detailed in this Contract. The proposed 2013–2014 project schedule, for example, must be based on the pre-established assessment windows and milestone dates included in the table in **Section 1.041**. It is understood that all pre-established critical dates are firm, fixed dates and are nonnegotiable. Further, it is recognized that maintaining the critical dates detailed in the project schedule is essential to the overall plan as the driving force for timely completion of all primary tasks and supporting activities.

To ensure that the administration timeline provided in **Section 1.041** is met, the project management will be based on the processes as specified in the documents of the State Unified Information Technology Environment, focusing on the Project Management Methodology documents based on PMI's *A Guide to the Project Management Body of Knowledge* for this Contract. In addition, a customer-focused project approach will be employed by fully collaborating with MDE and other Contractors, throughout the project lifecycle. During all phases of a project, a focus will be placed on prevention and early detection of quality defects. The Contractor's industry expertise will be leveraged to work closely and iteratively with our client, MDE, and other Contractors in order to produce high-quality deliverables in a timely manner.

During kick-off meetings, the Contractor must collaborate with MDE and other Contractors to make all project details for an assessment cycle final with the goal of creating an overall, coordinated project plan for the cycle that includes all deliverables for this Contract. . Additionally, the Contractor must participate with the MDE in requirements gathering sessions for designated tasks and subtasks to create or update quality assurance plans and develop user acceptance test plan documents. Working with the MDE, the Contractor must schedule user acceptance tests for critical tasks.

Because the Contractor understands that managing a project to result in timely and high-quality deliverables involves prevention, detection, and action, project management tools and techniques will be used to keep the full range of the administrative plan on schedule throughout each cycle. A sample of these tools and techniques are provided as follows:

- Kickoff and Annual Meetings
- Management Meetings
- Executive Management Meetings
- Weekly Conference Calls
- Risk Management Plan and Procedure
- Issue Management Plan and Procedure
- Change Management Plan and Procedure
- Written Project Plan
- MS Project Schedule
- SharePoint secure, password-protected data sharing website
- Weekly Status Reports
- Meeting Minutes
- Action Lists with assignments
- Overall Quality Assurance Management Plan
- Task Specific Quality Assurance Plans
- Task Specific User Acceptance Test Plans
- Deliverable Specific Checklists



Coordinating the use of these tools and techniques collaboratively with MDE and other Contractors will assist all project team members to move the tasks and subtasks so that critical milestone dates are met to ensure the accurate and timely production of all assessments, while minimizing risks that are inherent to the high-stakes testing environment.

The Contractor must work with the MDE to review administration plans and proposed weekly and monthly schedules for regular project management and coordination updates. The Contractor acknowledges that agreed-upon escalation procedures, handling of change of scope requests and change control requests will receive MDE written pre-approval prior to implementation.



ATTACHMENT A – PRICING SHEET

DRC

1	Description	Unit Type	Quantity	Rate Per Unit	Amount	Quantity	Rate Per Unit	Amount	Quantity	Rate Per Unit	Amount	Total Three Years
2	General Administration											
3	Administration Briefings (Per Meeting) (Do Not Include Staff Travel) (1.024)	Meeting	3	32,706.67	98,120	3	24,904.67	74,714	3	18,014.33	54,043	226,877
4	Staff Participation in In-Person Meetings (1.024)				-			-			-	-
5	Meeting Facilities Setup	Meeting/day			-			-			-	-
6	Contractor Travel (State Rates)	Prsn/mtg	48	600	28,800	40	600	24,000	36	600	21,600	74,400
7	Food and Lodging	Prsn/day	88	170	14,960	76	170	12,920	68	170	11,560	39,440
8	Contractor travel costs to attend the MME Test Administration training sessions	Annual	1	2,519.00	2,519	1	2,594.00	2,594	1	2,672.00	2,672	7,785
9	Lines 9 thru 13 were not awarded to contractor				-			-			-	-
14	General Administration Subtotal				144,399			114,228			89,875	348,502
15												
16	Lines 16 thru 33 were not awarded to contractor											
30	Testing Materials & Prep (1.022)											-
34	Review and Validate Test Maps (1.022 #9)	Assessment	4	10,624.50	42,498	3	16,164.00	48,492	3	16,690.33	50,071	141,061
35	Lines 35 thru 45 were not awarded to contractor	Test Cycle										
46	Administration Manual, Guides and/or Handbooks Setup (1.022 #12)	Assessment	4	19,996.25	79,985	3	22,262.67	66,788	2	34,730.00	69,460	216,233
47	Administration Manual, Guides and/or Handbooks Printing (1.022 #12)	Page	9,726,734	0.01	108,641	7,781,387	0.01	84,624	5,836,040	0.01	64,249	257,514
48	Test Booklets, Reader Scripts and Other Similar Booklets Setup (1.022 #12)	Document	356	1,736.09	618,047	356	1,045.65	372,251	356	1,078.19	383,836	1,374,133
49	Test Booklets, Reader Scripts and Other Similar Booklets Printing	Page	140,000,000	0.0059	830,638	112,000,000	0.0028	314,953	84,000,000	0.0014	120,730	1,266,321
50	Answer Document Set-up - Multiple Sheet Document (grade 3)	Document	1	40,808.00	40,808	1	37,502.00	37,502	1	38,736.00	38,736	117,046
51	Answer Document Set-up - Single Sheet Document	Document	58	990.05	57,423	58	765.48	44,398	58	791.45	45,904	147,725
52	Answer Document Printing- Multiple Sheet (Scannable) (grade 3) Pre-ID'd	Page	9,072,000	0.03	281,238	6,531,840	0.02	135,542	4,898,880	0.02	76,074	492,854
53	Answer Document Printing- Multiple Sheet (Scannable) (grade 3)	Page	907,200	0.03	28,124	653,184	0.02	13,554	489,888	0.02	7,607	49,285
54	Answer Document Printing- Multiple Sheet (Scannable) Pre-ID'd	Page	5,922,000	0.07	441,894	4,263,840	0.11	479,261	3,197,880	0.08	249,974	1,171,129
55	Answer Document Printing- Multiple Sheet (Scannable)	Page	592,200	0.07	44,189	426,384	0.11	47,926	319,788	0.08	24,997	117,113
56	Answer Document Printing- Single Sheet (Scannable) Pre-ID'd	Page	2,151,000	0.19	405,834	1,548,720	0.08	117,142	1,161,540	0.06	65,766	588,742
57	Answer Document Printing- Single Sheet (Scannable)	Page	215,100	0.19	40,583	154,872	0.08	11,714	116,154	0.06	6,577	58,874
58	Emergency Form Handout	Assessment	1	83.00	83	1	83.00	83	1	83.00	83	249
59	Class Group Headers	Assessment	1	4,146.00	4,146	1	4,146.00	4,146	1	4,146.00	4,146	12,438
60	School Grade Headers	Assessment	1	5,251.00	5,251	1	5,251.00	5,251	1	5,251.00	5,251	15,753
61	Pre-Identification of Answer Documents (1.022 #10):				-			-			-	-
62	Student Identification labels (pre-printed)	Each	2,696,000	0.02	44,086	2,156,800	0.01	25,166	1,617,600	0.01	12,961	82,213
63	Spray on Pre ID Barcode Only-Answer Document Booklet (grade 3)	Each	1,950,000	-	-	1,560,000	-	-	1,170,000	-	-	-
64	Student Identification labels (blank)	Each	723,000	0.02	10,995	578,400	0.01	4,077	433,800	0.00	2,101	17,173
65	Pre-Identification of Students (1.022 #10)	Assessment			-			-			-	-
66	Training Live Videos / Webinars for Test Administrators (including training materials) 2 per Cycle	Test Cycle	6	10,828.50	64,971			-			-	64,971
67	Training Materials for Test Administrators (1.022 #13)	Document	1	64,971.00	64,971	1	58,444.00	58,444	1	49,202.00	49,202	172,617



68	Testing Materials Subtotal				3,214,405			1,871,315			1,277,725	6,363,445
69												
70	Accommodation Materials (1.022 #12)											
71	Design and Compose Braille Versions	Assessment	4	4,400.00	17,600	3	4,532.00	13,596	2	4,668.00	9,336	40,532
72	Design and Compose Enlarged-Print Versions	Assessment	4	4,150.50	16,602	3	4,588.67	13,766	2	5,370.00	10,740	41,108
73	Assessment Administrator Manual for Braille	Prog/Gr/Cont	4	4,684.50	18,738	3	5,491.00	16,473	2	8,559.50	17,119	52,330
74	Setup for Refreshable Braille	Grade/Content			-			-			-	-
75	Assessment Administration Manual for Students Testing with Accommodations	Assessment	4	25,747.50	102,990	3	26,832.67	80,498	2	28,283.00	56,566	240,054
76	Audio Accommodation Masters:				-			-			-	-
77	Audio Master creation	Master	10	3,410.00	34,100	10	3,512.00	35,120	10	3,618.00	36,180	105,400
78	Video Accommodation Masters:				-			-			-	-
79	Video Master Creation for English Versions	Master	10	4,947.00	49,470	10	5,096.00	50,960	10	5,248.00	52,480	152,910
80	Video Master for Spanish Versions (English Versions must be completed first)	Master	10	6,597.00	65,970	10	6,795.00	67,950	10	6,999.00	69,990	203,910
81	Video Master for Arabic Versions (English Versions must be completed first)	Master	10	9,425.00	94,250	10	9,708.00	97,080	10	9,998.00	99,980	291,310
82	Compact Disk Duplication	Each	87,100	1.88	163,748	87,100	1.94	168,974	87,100	1.99	173,329	506,051
83	DVD Duplication	Each	11,700	2.99	34,983	11,700	3.08	36,036	11,700	3.18	37,206	108,225
84	Braille Independent Review	Assessment	4	2,762.00	11,048	3	2,845.00	8,535	2	2,930.00	5,860	25,443
85	Test Booklets: Enlarged Print Set-Up	Prog/Gr/Cont	110	186.91	20,560	65	216.15	14,050	65	223.40	14,521	49,131
86	Test Booklets: Enlarged Print Printing	Page	218,931	0.32	70,058	175,145	0.35	61,301	131,359	0.37	48,603	179,962
87	Test Booklets: Braille Set-Up	Prog/Gr/Cont	110	370.00	40,700	65	381.00	24,765	65	393.00	25,545	91,010
88	Test Booklets: Braille Printing	Page	41,853	8.13	340,265	33,482	8.53	285,605	25,112	8.96	225,002	850,872
89	Mathematics Rulers - Enlarged Print/Braille	Each	288	1.25	360	288	1.29	372	288	1.33	383	1,115
90	Accommodation Materials Subtotal				1,081,442			975,081			882,840	2,939,363
91												
92	Packing, Distribution, and Receipt of Testing Materials (1.022 #14)											
93	Packing and Distribution	Assessment	4	237,151.02	948,604	3	226,565.41	679,696	2	212,711.27	425,423	2,053,723
94	Lines 94 thru 95 were not awarded to contractor	Assessment										
97	Packing, Distribution, and Receipt of Testing Materials subtotal				948,604			679,696			425,423	2,053,723
98												
99	Lines 99 thru 229 were not awarded to contractor			0.1722	0.5588							
229												-
230	Total				5,388,850			3,640,320			2,675,862	11,705,033