STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **071B5500087**

CONTRACTOR	
	ACT, Inc.
	500 ACT Drive
	Iowa City, IA 52243
	Catherine Dunn
	(319) 331-9649
	Catherine.dunn@act.org
	*******1485

STATE			
	Program Manager	Andy Middlestead	MDE
		517-241-2694	
		middlesteada@Michigan.gov	
	Contract Administrator	Brandon Samuel	DTMB
		(517) 284-7025	
		SamuelB@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Admin, Scoring and Reporting of Work Skills Tests			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
April 15, 2015	August 14, 2018	2 - 1 Year	August 14, 2018
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$12,200,330.00	$ 750,000.00	$12,950,330.00

DESCRIPTION: Effective August 17, 2016 this contract is hereby increased by $750,000 for the Department of Corrections use only. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on August 16, 2016.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **071B5500087**

CONTRACTOR	
	THE AMERICAN COLLEGE TESTING PROGRAM INC
	500 ACT Drive
	Iowa City, IA 52243
	Catherine Dunn
	(319) 331-9649
	Catherine.dunn@act.org
	*******1485

STATE			
	Program Manager	Middlestead, Andy	MDE
		517-241-2694	
		middlesteada@Michigan.gov	
	Contract Administrator	Brandon Samuel	DTMB
		(517) 284-7025	
		SamuelB@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Administration, Scoring and Reporting of Work Skills Tests			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
April 15, 2015	August 14, 2018	2 - 1 Year	August 14, 2018
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$12,200,330.00	$ 0.00	$12,200,330.00

DESCRIPTION: Effective July 1, 2016, on behalf of the MDOC the following amendment for Career Readiness Testing Material and Services is hereby incorporated into the contract per the attached Exhibit A – SOW; Exhibit B – Pricing; Attachment A – Testing Standards (certificate levels); and Attachment B – Correctional Facilities. Additionally, the following terms and condition has been incorporated: Testing – section 2.253 (c) which states Test Security – Michigan shall fully cooperate, and shall cause those individuals involved in the administration of or preparation for the Assessments ("Administration Staff") to fully cooperate with ACT in the event of a test security incident. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identify,

impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development. The following terms and conditions do not apply against this amendment: Contractor Key Personnel – section 2.062 (d); Re-assignment of Personnel at the State's Request – section 2.063; Liquidated Damages – section 2.243 and Testing – section 2.253 (a) & (b). Further, the Contract Compliance Inspector and Program Manager for this amendment is Tony Costello, 517-373-7204, CostelloT@michigan.gov. All other terms, conditions, specifications and pricing remain the same. Per Contractor and agency agreement, and DTMB Procurement approval.

EXHIBIT A
STATEMENT OF WORK
CONTRACT ACTIVITIES

Background

The MDOC uses an employment readiness model that introduces prisoners to employability skills and helps them create a portfolio that can be used upon release. Prisoners are given vocational and workforce development programming that may lead to state and national certifications. The MDOC requires a nationally recognized, research-based work readiness assessment (test) that offers national certification and can be part of the State's prisoners' portfolios.

1. Requirements

1.1. Specifications

1) The Contractor must provide its WorkKeys® testing service for career readiness testing in accordance with national work readiness certificate standards. The test shall consist of three components: (1) Applied Mathematics, (2) Locating Information, and (3) Reading for Information.

   1. Applied Mathematics – this assessment measures the skills people use when they apply mathematical reasoning, critical thinking, and problem-solving techniques to work-related problems. The test questions require the examinee to set up and solve the types of problems and do the types of calculations that actually occur in the workplace.

   This test is designed to be taken with an approved calculator. A formula sheet that includes all formulas required for the assessment is provided. While individuals may use approved calculators and conversation tables to help with the problems, they still need to use math skills to think them through.

   2. Locating Information – this assessment measures the skill people use when they work with information embedded in such work-related graphics. Examinees are asked to find information in a graphic or insert information into a graphic. They also must compare, summarize, and analyze information found in related graphics,

   3. Reading for information - this assessment measures the skill people use when they read and use written text in order to do a job. The written texts include memos, letters, directions, signs, notices, bulletins, policies, and regulations.

2) The State may request tests in English and Spanish. Additionally, the Contractor must provide teaching materials in English and Spanish.

3) The Contractor must allow the State to administer a paper and pencil version of the career readiness assessment (test). Answer documents must be able to be scanned for scoring purposes. MDOC reserves the right to utilize Express Scoring.

4) The test ratings must have four levels: Bronze, Silver, Gold, and Platinum or similar ratings. See Attachment A, Testing Standards, for rating levels.

5) The Contractor must supply the State with approved testing materials (test booklets and answers documents) as needed.

   a. Testing materials orders must be received by Contractor at least three weeks before the scheduled test date. .

b. The Contractor must deliver all testing materials in a secure approved package to the School Office at the designated State facilities (the desired location will be designated on the material order form). See Attachment B, Michigan Department of Corrections, and Correctional Facilities, for shipping addresses.

c. Shipping boxes must be stamped “WorkKeys”.

d. The Contractor must ship all packages “F.O.B. Destination, within Government Premises” with transportation charges included in the price. The desired location will be designated on the order form.

e. MDOC will monitor and return material in compliance with the procedures included on the material order form.

6) After testing, all material will be returned by MDOC schools to the Contractor for scoring.

a. Contractor must provide return packaging assigned for use and tracking by the Contractor and the State. MDOC responsible for labels and cost of return shipping.

b. Schools must be able to track materials shipments; Contractor must provide the State with tracking data during and following the shipping window when requested.

7) The Contractor must score each test and notify the State of test results. Results will be released to the desired location written on the scoring order form. Tests will be scanned for scoring and the Contractor must provide a transcript of test scores.

a. Test results must show the standard the prisoner achieved such as, Bronze, Silver, Gold, or Platinum or the equivalent of these standards (see Attachment A).

b. Test results must be provided to the State within 30 calendar days upon Contractor’s receipt of when the prisoner has taken the tests and the scores for each participant, including those prisoners who complete and pass the test.

i. All results will be reported to the State via ACT RegiSTAR™, an online reporting system which reports demographic information, test scores and certification decisions.

ii. For WorkKeys paper tests, batch scoring represents the standard scoring process. Once ACT receives completed answer documents, they are scanned and score reports are generated and shipped within 10 working days. MDOC will be invoiced only for the tests Contractor scores.

8) The Contractor must ensure the test scores are available to the State and to the prisoners upon release to the community as needed at no additional charge. Test scores, certificate levels, and other information collected as part of the testing process will be indefinitely maintained by Contractor and the RegiSTAR system.

a. A prisoner released from a MDOC facility must be able to maintain access to their information through an online account that is created each time a certificate is issued. The account enables a user to review certificate status and make a credential public in order to share with prospective employers and other community members. Access to the account must be available for an indefinite period of time. There must be no fee to access online accounts unless the user intends to purchase additional copies of the National Career Readiness Certificate (NCRC) they received.

9) The Contractor must maintain a database of scores indefinitely for all participants who pass the approved career readiness testing. Information will include:

a. Name

b. Level achieved

c. Test date

10) At the end of the Contract the Contractor must maintain database records indefinitely. The Contractor must provide testing results to the State indefinitely upon request at no additional charge to the State.

11) The Contractor must provide MDOC the option to review and download historical information via the RegiSTAR interface at no cost unless MDOC directs ACT to conduct a special "sweep" of test data (refer to exhibit B for express data search fees).

12) The Contractor must ensure that data is properly secure from data loss or destruction. The Contractor must retain all student testing data in a highly secure location with off-site backup.

13) The Contractor must ensure the State (MDOC) online access to scores of participants and the statistical reporting at all times.

14) The Contractor must provide the State with a minimum of one secure login with user ID and password to the online database.

15) The Contractor must provide NCRCs each time it completes a monthly sweep of RegiSTAR data for each prisoner who completes and passes the career readiness test (Bronze or above is a pass). Certificates must state the level achieved.

16) No specific number of tests are guaranteed to be administered.

17) The Contractor must provide Express Score service to MDOC as requested. Express Score service will be charged as annual fee. The State of Michigan reserves the right to cancel the Express Script service at the end of each subscription period. The Express Script service will not automatically renew.

18) The Contractor must provide RegiSTAR Express Data System data searches to allow MDOC the ability to determine if prisoners have obtained National Career Readiness Certificate from organizations outside of MDOC.

1.2 Training

1. The Contractor must provide at no cost to the State of Michigan online training in test administration and online/technical assistance for the Department of Corrections at the start of the contract and for each new proctor as needed during business hours of 9:30 a.m. – 6:00 p.m. EST, Monday through Friday.

2. The Contractor will be required to provide annual technical training for administrative staff to ensure all rules and regulations are current to administer the Career Readiness Test within the prison environment, if needed.

2. Acceptance

2.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities for payment purposes. The scoring of each test answer sheet, developing and posting the necessary completion reports, generating the transcripts and printing all certificates for prisoners that pass the Career Readiness Test within 30 calendar days after test date.

3. Staffing

3.1. The Contractor's Representative (Key Personnel) specifically assigned to the State that will respond to inquiries regarding the Contract Activities, answer questions related to ordering and delivery, address issues with the delivery, and other problems is listed below. This Contractor Representative (Key Personnel) must be located within the continental United States.

Blake Curwen, MBA

Blake.Curwen@act.org
500 ACT Drive
Iowa City, Iowa 52243-0168
319-471-0953

3.2. Customer Service Toll-Free Number

The Contractor Representative must be available for calls during the hours of 9:30 am to 6:00 pm EST Monday through Friday. Customer Service Representatives must be located within the Continental United States.

Toll Free Number: 1-800-967-5539

3.3. Technical Support, Repairs and Maintenance

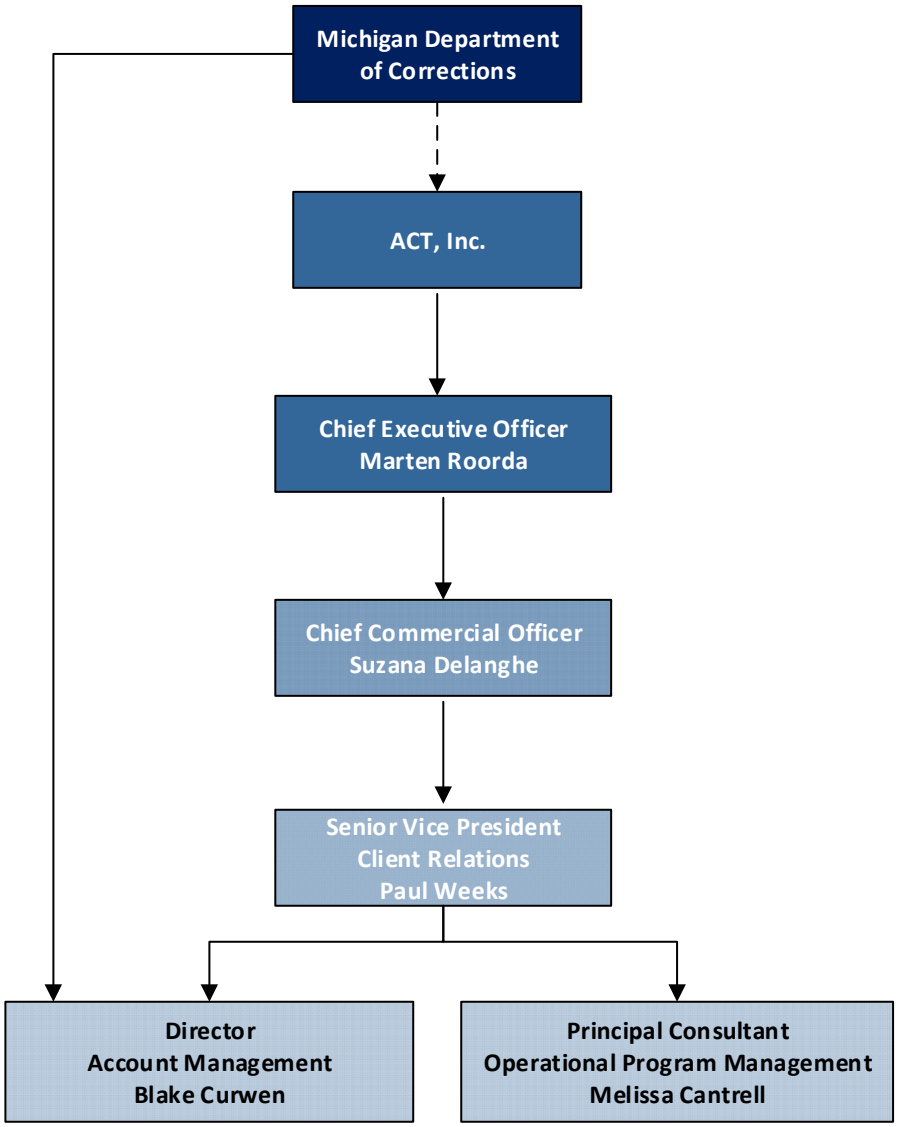
The Contractor must be available for calls and service during the hours of 9:30 am to 6:00 pm EST Monday through Friday. The Technical Support Representative must be located within the continental United States.

Toll Free Number: 1-800-967-5539

3.4. Work Hours

The Contractor must provide Contract Activities during the State's normal working hours 7:00 a.m. to 5:00 p.m. EST, Monday – Friday and possible night and weekend hours depending on the requirements of the project.

3.5. Organizational Chart


Michigan Department of Corrections
ACT, Inc.
Chief Executive Officer
Marten Roorda
Chief Commercial Officer
Suzana Delanghe
Senior Vice President
Client Relations
Paul Weeks
Director
Account Management
Blake Curwen
Principal Consultant
Operational Program Management
Melissa Cantrell

3.6. Reserved

3.7. Security

The Contractor will be subject to the following security procedures:

All Contractor staff working on the Contract must undergo a security and background check, to include at a minimum ICHAT http://apps.michigan.gov/ichat/home.aspx, to be performed by the Contractor.

The Contractor's and subcontractor's staff that are entering an MDOC facility must be LEIN cleared by MDOC prior to facility entry. The Contractor must submit the LEIN information to the MDOC Program Manager at least two business days prior to the facility visit. If an employee of the Contractor's or subcontractor's has a felony or misdemeanor conviction (excluding minor driving offenses), that employee may not be permitted to enter any MDOC facility.

The awarded Contractor's staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks.

The Contractor must anticipate delays when visiting any facility due to issues within that facility.

All vehicles entering a MDOC correctional facility must be inspected before entry of the secure perimeter.

The MDOC reserves the right to deny access to any facility to any Contractor(s)/subcontractor(s) staff members who fails to comply with any applicable State, federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff.

All drug, alcohol and tobacco products are prohibited at all correctional facilities.

Weapons, fireworks and explosives are prohibited from all State facilities.

All cellular devices are prohibited from all correctional facilities.

Contractor(s) that come into the Administration Building of a correctional facility will need to secure their cellular devices and personal tobacco products in their locked vehicle prior to entrance. If the Contractor arrives with such products, the Contractor will be requested to return them to their vehicle.

The State may require the Contractor's personnel to wear State issued identification badges

4. Project Management

4.1. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager.

The Contractor must develop a post Contract closeout plan that will address all aspects of the Contract, ensuring that there is a smooth transition of services between contractors, if applicable. Additionally, closeout plan must address the process for transfer of database information to the Department of Corrections.

4.2. Meetings

The State may request meetings as it deems appropriate.

4.3. Reporting

The Contractor must indefinitely maintain records/reports of all testing for reporting purposes. The Contractor must send a batch report with each set of test results showing scale score and level achieved. The State may request additional reports as it deems necessary at an agreed upon fee.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Contract Change Notice and purchase order released from the Contract. The Contractor is not authorized to begin performance until receipt of a purchase order.

6. Invoice and Payment

6.1. Payment Authorization

The MDOC will only provide payment for tests registered and/or completed. Any discrepancies regarding completion of a test must be resolved by the Contractor and MDOC prior to submitting an invoice for payment.

The Contractor may only charge for Contract Activities performed as specified in Exhibits A and B.

6.2. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

All undisputed amounts are payable within 45 days of the MDOC's receipt.

The State is exempt from State sales tax for direct purchases and may be exempt from Federal excise tax, if Contract Activities purchased under the Contract are for the State's exclusive use. Prices are exclusive of all taxes, and Contractor is solely responsible for payment of any applicable taxes.

6.3. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT).

6.4 Price Term

Prices are firm for the duration of required work and deliverables.

STATE OF MICHIGAN

Career Readiness Testing Materials and Services

EXHIBIT B
PRICING

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

Item	Estimated 3 – Year Quantity	Unit of Measurement	Unit Price	Estimated Total 3 Year Cost
1) Testing Materials including test booklets and answer sheet for all three components: (1) Applied Mathematics, (2) Locating Information, and (3) Reading for Information.	30,000 separate assessments 1,2,3	SET (all three components)	No cost for testing materials. Unit price is based on number of assessments scored	No Cost
2) Test Scoring Fee to include all three components: (1) Applied Mathematics, (2) Locating Information, and (3) Reading for Information.	30,000	SET (all three components)	**Through August 14, 2016:** $8.33 per assessment $24.99 for full battery of assessments 1,2,3 **August 15, 2016 – August 14, 2017:** $8.33 per assessment $24.99 for full battery of assessments **August 15 1, 2017 – August 14, 2018:** $8.33 per assessment $24.99 for full battery of assessments	Variable
3) Certificates to include printing and registration costs	15,000	EA	**Through August 14, 2016:** $4.12 per printed certificate and $4.13 per registered certificate **August 15, 2016 – August 14, 2017** $4.12 per printed certificate and $4.13 per registered certificate **August 15 1, 2017 – August 14, 2018:** $4.12 per printed certificate and $4.13 per registered	Variable

			certificate	
4) CD Rom version of the database	12	EA	$26 per file for a single site or administration $37.00 per file with multiple sites or administrations Ordered from Supplemental Oder Form. Price fixed through August 14, 2018	Variable
5) NCRC's Shipping to site	30 sites	EA	$16.50 per shipment to institution site. Price fixed through August 14, 2018 Note that MDOC currently ships NCRCs to the main RegiSTAR site in Lansing for the individual's file and thus does not incur this additional shipping charge (which only occurs only when shipping to additional sites void of a RegiSTAR). MDOC currently sweeps monthly – but that sweep does not incur additional costs or currently impact this fee.	Variable
6) Express Score Yearly Fee (The State of Michigan reserves the right to cancel the Express Script service at the end of each subscription period. The Express Script service will not automatically renew.)	3 years	EA	MDOC has paid for the Express Score fee through 9/30/16. Additional cost per year fixed: $1,750. Additional usage after 9/30/16 is at the discretion of MDOC.	Variable
7) Validus Set-up and Maintenance The Validus Virtual Test Center (VTC) is a web-based user interface that will be used by testing staff to manage and access the assessments. VTC is the administration site that is			No Cost	No Cost

used to register and assign assessments to examinees and to create registrations for additional testing staff. This site is also used to authorize assessments and print individual score reports for completed assessments. ACT has established a specific site for your organization based on your ACT WorkKeys Online application. The person listed on your application as the primary contact person has been assigned a User ID and password by ACT that will allow him/her to access your site and complete administrative functions. ACT has emailed the URLs, login information, and site name(s) to the primary contact person at your site. The staff members responsible for administering the tests are the only persons authorized to have access to the administration realm URL				
Approximate Total 3 Year Cost				$750,000

STATE OF MICHIGAN

Career Readiness Testing Materials and Services

ATTACHMENT A
Testing Standards

CERTIFICATE LEVELS

Bronze Level
Bronze certification requires competence in the following areas.

Applied Mathematics

- Solve problems that require a single type of mathematics operation (addition, subtraction, multiplication, and division) using whole number
- Add or subtract negative numbers
- Change numbers from one form to another using whole numbers, fractions, decimals, or percentage
- Convert simple money and time units (e.g., hours to minutes)

Locating Information

- Find one or two pieces of information in a graphic
- Fill in one or two pieces of information that are missing from a graphic

Reading for information

- Identify main ideas and clearly stated details
- Choose the correct meaning of a word that is clearly defined in the reading
- Choose the correct meaning of common, everyday workplace words
- Choose when to perform each step in a short series of steps
- Apply instructions to a situation that is the same as the one in the reading material

Silver Level
In addition to the skills required for a Bronze certificate, Silver certification requires competence in the following areas.

Applied Mathematics

- Solve problems that require one or two operations
- Multiply negative numbers
- Calculate averages, simple ratios, simple proportions, or rates using whole numbers and decimals
- Add commonly known fractions, decimals, or percentages (e.g., ½, 75, and 25%)
- Add up to three fractions that share a common denominator

- Multiply a mixed number by a whole number or decimal
- Put the information in the right order before performing calculations

Locating Information

- Find several pieces of information in one or two graphics
- Understand how graphics are related to each other
- Summarize information from one or two straightforward graphic
- Identify trends shown in one or two straightforward graphics
- Compare information and trends shown in one or two straightforward graphics

Reading for Information

- Identify important details that may not be clearly stated
- Use the reading material to figure out the meaning of words that are not defined
- Apply instructions with several steps to a situation that is the same as the situation in the reading materials
- Choose what to do when changing conditions call for a different action (follow directions that include “if-then” statements)

Gold Level

In addition to the skills required for both Bronze and Silver certification, Gold certification requires competence in the following areas:

Applied Mathematics

- Decide what information, calculations, or unit conversions to use to solve the problem
- Look up a formula and perform single-step conversions within or between systems of measurement
- Calculate using mixed units (e.g., 3.5 hours and 4 hours 30 minutes)
- Divide negative numbers
- Find the best deal using one- and two-step calculations and then comparing results
- Calculate perimeters and areas of basic shapes (rectangles and circles)
- Calculate percent discounts or markups

Locating Information

- Sort through distracting information
- Summarize information from one or more detailed graphics
- Identify trends shown in one or more detailed or complicated graphics
- Compare information and trends from one or more complicated graphics

Reading for Information

- Determine the correct meaning of a word based on how the word is used
- Identify the correct meaning of an acronym that is defined in the document
- Identify the paraphrased definition of a technical term or jargon that is defined in the document
- Apply technical terms and jargon and relate them to stated situations
- Apply straightforward instructions to a new situation that is similar to the one described in the material
- Apply complex instruction that include conditions to a situations described in the materials

Platinum Level

- Examinees receiving a score of 6 or above on all three of the Qualifying Assessments receive the Platinum Certificate.

STATE OF MICHIGAN

Career Readiness Testing Materials and Services

ATTACHMENT B
Michigan Department of Corrections, Correctional Facilities

Consumer Account: Shipping City	Consumer Account: Shipping State/Province	Consumer Account: Shipping Zip/Postal Code
LANSING	MI	48933
MUNISING	MI	49862
BARAGA	MI	49908
IONIA	MI	48846
MUSKEGON HEIGHTS	MI	49444
CARSON CITY	MI	48811
KINCHELOE	MI	49784
JACKSON	MI	49201
JACKSON	MI	49201
ADRIAN	MI	49221
IONIA	MI	48846
KINCHELOE	MI	49788
COLDWATER	MI	49036
NEW HAVEN	MI	48048
NEWBERRY	MI	49868
MANISTEE	MI	49660
MARENISCO	MI	49947
JACKSON	MI	49201
KINGSLEY	MI	49649
IONIA	MI	48846
FREELAND	MI	48623
SAINT LOUIS	MI	48880
LAPEER	MI	48446
MUSKEGON HEIGHTS	MI	49444
YPSILANTI	MI	48197
MARQUETTE	MI	49855
IONIA	MI	48846
SAINT LOUIS	MI	48880
MUSKEGON	MI	49442
CHELSEA	MI	48118

Form No. DTMB-3522 (Rev. 2/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CONTRACT NO. 071B5500087

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
ACT, Inc.	Catherine Dunn	Catherine.dunn@act.org
500 ACT Drive	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Iowa City, IA 52243	319-331-9649	1485

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDE	Andy Middlestead	517-241-2694	middlesteada@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Brandon Samuel	517-284-7025	samuelb@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:

Administration, Scoring, and Reporting of Work Skills Tests

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years 4 months	4/15/2015	8/14/2018	2, one year

PAYMENT TERMS	F.O.B.	SHIPPED TO
Net 45	N/A	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

MISCELLANEOUS INFORMATION:

N/A

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$12,200,330.00

For the Contractor:

_____ _____

Jon Whitmore,
Chief Executive Officer
ACT, Inc.

Date

_____ _____

Thomas J. Goedken,
Chief Financial Officer
ACT, Inc.

Date

For the State:

_____ _____

Sharon Walenga - Maynard,
Sourcing Director
State of Michigan

Date

STATE OF MICHIGAN
Department of Technology, Management and Budget
DTMB-Procurement

Contract No. 071B5500087
Administration, Scoring, and Reporting of Work Skills Assessments
For the Michigan Department of Education

Buyer Name: Brandon Samuel
Telephone Number: 517-284-7025
Toll-Free Office Number: 855-MI-PURCH (855-647-8724)
Email Address: samuelb@michigan.gov

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Appendix A:
Work Skills 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.

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

Business Day is 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. It 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 provides 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.

Accountability Scorecards – The Michigan School Accountability Scorecards are a differentiated recognition, accountability, and support system as required under Principle 2 of the ESEA Flexibility Request. The Scorecards specifically address the accountability piece of Principle 2. Scorecards are calculated for all public schools and public school districts in the state. They are comprised of several components including participation and proficiency (covering all five assessed content areas: reading, mathematics, writing, science, and social studies), as well as graduation or attendance rates, educator evaluations, and compliance factors. Scorecards use a color system for status. Highest performing schools will earn a green Scorecard, followed by lime green, yellow, orange, and red. (This replaces Adequate Yearly Progress AYP).

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.

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

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.

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

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.

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 — is a School or District Coordinator for DAS assessment programs. Currently, there are MEAP, MEAP-Access, MI-Access, ELPA, and MME coordinators for general and alternate assessment programs.

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

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).

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.

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!*

Content Area — is a 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 (BAA), the DAS currently consists of five offices: Office of Standards and Assessment (OSA), Office of Systems, Psychometrics, and Measurement Research (OSPMR), Office of Evaluation, Strategic Research & Accountability (OESRA), Office of Accountability Business Operations (OABO), and Office of Professional Preparation Services (OPPS).

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

DAS 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.

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 DAS Secure Site. Contractor access to these data will be provided via direct table read from the DAS 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.

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

Extended response — is a constructed-response item that requires Artificial Intelligence (AI) and/or hand scoring. It is used to determine a student's performance on an assessment task, constructed-response item, or multiple-choice item.

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.

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 — refers to 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 — is 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. It was reauthorized in 2004.

IBS (Item Bank System) — The DAS 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.

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.

ISD — Intermediate School District

IT – Information Technology

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 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 - Secure Site application allows the Michigan Department of Education (MDE) to provide for the development, administration, scoring, and reporting of all statewide educational assessment programs for K-12 students in accordance with Federal and State legal mandates.

The existing application provides the eleven (11) primary functions listed below:

1. Pre-identification of students to be tested
2. Ordering of assessment materials
3. Verifying students expected-to-test and student demographics (Expected-to-Test)
4. Verification of scanned assessment documents and demographic information (Tested Roster)
5. Identifying why students did not test (Students Not Tested)
6. Access to student assessment score report PDFs
7. Miscellaneous report creation
8. Determination of the academic English language proficiency of students new to a school or the U.S. education system (WAP-T)

9. World-Class Instructional Design and Assessment (WIDA) is an educational consortium of state departments of education. WIDA designs and implements proficiency standards and assessment for grade K-12 students who are English language learners, as well as a set of proficiency standards and assessments for Spanish language learners.
10. Security administration
11. Adequate Yearly Progress (AYP) is a complex measurement of academic performance including, but not limited to, management of AYP appeals, AYP database updates and access to the Michigan School Report Card.

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) — is 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).

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.

OSA (Office of Standards and Assessment) – is an office of the Division of Accountability Services under which standards and assessment functions are consolidated.

OSPMR (Office of Systems, Psychometrics, and Measurement Research) — An office of the Division of Accountability Services under which psychometric, accountability, research, and data management functions are consolidated.

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.

Public School Academy (PSA) A public school academy (PSA) is an independent State-supported public school (one school that operates like an individual school district.) It may serve K-12 or any combination of grade levels. Some specialize in cultivating certain skills (i.e., performing arts, science and math). PSAs may not charge tuition. By law, the PSA's funding may not exceed the amount received by the local school district where the PSA is geographically located.

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.

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.

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

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

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 DAS 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) — is a State-assigned code that allows the State to track student information without using a student's name.

Article 1 – Statement of Work (SOW)

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. Statewide assessments are administered to all eligible students, including students with disabilities and English learners.

The Division of Accountability Services (DAS) is composed of five offices; the Office of Standards and Assessments (OSA), the Office of Evaluation, Strategic Research and Accountability (OESRA), the Office of Systems, Psychometrics, and Measurement Research (OSPMR), the Office of Assessment Business Operations (OABO) and the Office of Professional Preparation Services (OPPS). Together, these offices are responsible for the development and administration of multiple K–12 student assessment programs as well as the high-stakes use of the assessment results for State and federal accountability and evaluation purposes. Therefore, the work performed by the Contractor 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.

Michigan Department of Education and the Work Skills Administration Contractor 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 DAS 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.

Use of the Work Skills (WS) Assessment

The Work Skills (WS) test is one of Michigan's summative assessment programs. It is given to students in grade 11 and to eligible students in grade 12 to measure student proficiency with the State's content standards and expectations. Appropriate accommodations and make-up testing are implemented according to federal and State reporting guidelines (see Section 1.022: Table 1.1, Accommodations).

The Work Skills test will be administered statewide. A print (paper/pencil) version of the WS test must be made available for use for all three school years of the Contract (2015-16, 2016-17 and 2017-18).

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 change management process. (See Section 1.044 for details.)

The administration and reporting of 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 complexity of and the demands placed upon the Michigan Educational Assessment Systems have grown. It is, therefore, imperative that DAS and the Contractor 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.

1.020 Scope of Work and Deliverables

1.021 In Scope

The scope of work for the Contractor includes the primary tasks listed in this Contract and all supporting tasks. The following pertains to assessments related to this Contract:

- Use of high-quality, standard assessment products and processes to administer and score the tests;
- "Off the shelf" Work Skills (WS) test and services that are administered to Michigan's grade 11 (and qualifying grade 12) students each spring;
- MDE does not intend to use individual items from the off-the shelf WS test in deriving content/subject area scores but if needed then MDE would require existing technical documentation of the scoring and psychometric processes used for item and test development, scoring, scaling, equating, and reporting of results (including standard setting activities);
- Evidence of alignment to the Common Core State Standards (CCSS) and, based on design of test forms offered, annual plan to review test forms and at the state's option select test items (content) that contribute to the Michigan curriculum standards and subsequently to the subject score;
- Evidence of reliability and validity for each of the Work Skills instruments;
- Use of an established training system for educators, parents and other stakeholders;
- Use of preparation and practice tests;
- Use of "table query" for accessing the State of Michigan pre-identification file to pre-populate Contractor's assessment system, including test identification (such as labels), standard score and reporting files;
- Inclusion of Michigan's statewide student number, the Unique Identification Code (UIC), and the Barcode Number as 10 digit fields in Contractor's labels and standard scored file formats;

The WS test must be available as an online test administration on or before the 2016-2017 school year. The Contractor must provide work deliverables for the administration of online and paper and pencil tests. The Contractor must provide software, associated implementation services, and the application hosting necessary to meet the State of Michigan's requirements for a computer-based online test delivery system for the administration, scoring and reporting of the Work Skills test. For an expanded description of the Online Test System requirements, please reference Michigan's IT Systems Architecture Information (see Section 1.022.20: Technical Requirements).

The State of Michigan has one proprietary system that will interact with the Contractor on a regular basis: the DAS Secure Site, which is a web-based test data management system. The Secure Site application allows the MDE to provide for the development, administration, scoring, and reporting of all statewide educational assessment programs for K-12 students in accordance with Federal and State legal mandates.

The existing application provides the 10 primary functions listed below:

1. Pre-identification of students to be tested
2. Ordering of assessment materials

3. Verifying students expected-to-test and student demographics (Expected-to-Test)
4. Verification of scanned assessment documents and demographic information (Tested Roster)
5. Identifying why students did not test (Students Not Tested)
6. Access to student assessment score report PDFs
7. Miscellaneous report creation
8. Determination of the academic English language proficiency of students new to a school or the U.S. education system (WAP-T)
9. Security administration
10. Accountability scorecard is a complex measurement of academic performance including, but not limited to, management of accountability appeals, accountability database updates and access to the Michigan School Report Card.

The DAS Secure Site has a multi-tier security structure that restricts end-users to their areas of authorization. The Contractor will access data using table queries. The detail of this system is included in Section 1.022: Technical Requirements.

1.022 Work and Deliverables

General Information

The Contractor must provide products and processes for the administration, scoring, and reporting of Work Skills tests for the MDE, DAS for the 2015-16, 2016-17, and 2017-2018 school years.

The Contractor is encouraged to use technology standards and applications that support interoperability, innovation, and minimal cost of transfer.

The Contractor must work with MDE to ensure that all administration tasks are completed with high standards of quality. These tasks include production of all test materials, as well as packaging, distribution and retrieval of test materials, and security measures at all stages of tasks performed by the Contractor. Use of Michigan's unique identification code (UIC) for pre-identification of students is required for score reporting, analysis, documentation and electronic data management of tests, scoring elements for reporting purposes, and reporting of results are all components of administering assessments for the State of Michigan.

A. Description of the Work Skills Test

The Contractor must use test instruments that are currently in place.

1. Work Skills Test

1) The Contractor must provide Workkeys and the National Career Readiness Certificate (NCRC), an "off-the-shelf" Work Skills tests that results in a nationally recognized Work Skills credential for administration to Michigan's grade 11 students (and eligible grade 12 students) each spring. The test must be administered on school site during the school day with score results to be reported to MDE via a student data file including the Michigan student UICs.

The Contractor must provide all accommodations listed below (in table 1.1) for the Work Skills test product for administration to Michigan's students in grade 11 (and eligible grade 12 students) each spring.

Table 1.1 Accommodations

Number	Requirement	Eligible for Work Skills Credentials (for paper & online unless designated otherwise)	Comments (for paper and online unless designated otherwise) P – paper O - online
	Timing/Scheduling		
1.	Administration of the assessment at	Y	Must be within the designated

Number	Requirement	Eligible for Work Skills Credentials (for paper & online unless designated otherwise)	Comments (for paper and online unless designated otherwise) P – paper O - online
	a time most beneficial to the student, with appropriate supervision		Window.
2.	Administer the parts within a content area in any order	Y-Online N-Paper	P: No. ACT WorkKeys tests must always be administered in prescribed sequence.
3.	Extended assessment time	Y	Only if ACT WorkKeys timing guidelines are followed.
4.	Frequent supervised breaks	Y-Paper N-Online	O: Does not provide for stop-the-clock breaks.
5.	Method of informing students of remaining time (e.g., clock or timer)	Y	O: The time remaining is tracked on the computer.
	Setting		
6.	Administration of the assessment in an alternate education setting (in school) with appropriate supervision e.g., • Bilingual/English as a Second Language setting • Special education setting • In a distraction free space or alternate location such as separate room or location within the room	Y	If off-site or home-bound application is approved by ACT.
7.	Administration of the assessment in an alternate education setting (out of school) with appropriate supervision e.g., • Home when student is homebound • Care facility when it is medically • Necessary	Y	If off-site or home-bound application is approved by ACT.
8.	Administration of the assessment in an interim alternative education setting (out of school) with appropriate supervision (e.g., juvenile facility)	Y	If off-site application is approved by ACT.
9.	Administration of the assessment individually or in a small group	Y	If off-site application is approved by ACT.
10.	Placement of student where he/she is most comfortable (e.g., front of the room, back of the room)	Y	If setting is offsite, appropriate offsite application must be approved by ACT. Seating chart must be completed.
11.	Use of accommodated seating, special lighting, or furniture	Y	
12.	Able to move, stand or pace during assessment in a manner where others' work cannot be seen and is not distracting to others (e.g., kneeling, constant movement)	Y	O: Must test individually
13.	Use of concentration aids (e.g.,	Y	

Number	Requirement	Eligible for Work Skills Credentials (for paper & online unless designated otherwise)	Comments (for paper and online unless designated otherwise) P – paper O - online
	stress balls, T-stools, background music or noise buffers)		
14.	Placement of teacher/proctor near student	Y	
	Presentation		
15.	Reading all assessment directions in student's native language	Y	P: TACs are required to enter the appropriate Admin Code
16.	Qualified person familiar to the student administers the assessment (e.g., Special Education Teacher, Bilingual/ESL staff)	Y	All staff qualifications apply.
17.	Assessment directions • Teacher may emphasize key words in directions • Teacher may repeat directions exactly as worded in administrator manual • Student may restate directions in his/her own words • Student may ask for clarification of directions	Y	Only if tested individually
18.	Teacher provides visual, auditory or physical cues to student to begin, maintain, or finish task	Y-Paper N-Online	P: If cue will disturb other examinees, must test individually.
19.	Reading aloud the English, Reading, and Writing assessments using a reader script to an individual student or in small groups of no more than 5 students	Y-Paper N-Online	P: ACT-produced audio version used or reader script read verbatim in English
20.	Reading aloud the Mathematics, Science and Social Studies assessments using a reader script to an individual student or in small groups of no more than 5 students	Y-Paper N-Online	P: ACT-produced audio version used or reader script read verbatim in English
21.	Reading content and questions in the students native language (Mathematics, Social Studies, Science, and Writing) • Student must be dominant in a native language other than English; and • Student's English proficiency is determined to be basic or intermediate; and • Student receives bilingual instruction in that native language for the maintenance of that language.	N	P: TACs can enter the appropriate admin code to make score eligible.
22.	Use of audio or video versions of assessment in English (currently	Y-Paper N-Online	P: ACT produces audio version, not video of

Number	Requirement	Eligible for Work Skills Credentials (for paper & online unless designated otherwise)	Comments (for paper and online unless designated otherwise) P – paper O - online
	State- or test publisher-produced)		assessments in English. ACT's video versions are translated. O: Available with paper based testing
23.	Use of video or audio versions of assessment in English for English language learners (currently State- or test publisher-produced) • Student must be dominant in a native language other than English ; and • Student's English proficiency is • determined to be basic or intermediate	N	
24.	Use of State-produced video versions of assessment in a language other than English for English language learners (currently State-produced) • Student must be dominant in that language; and • Student's English proficiency is determined to be basic or intermediate; and • Student receives bilingual instruction in that native language for the maintenance of that language;	N	P: Only ACT produced video DVDs for the Applied Mathematics and Locating Information tests can be used. Is eligible for TACs are required to enter the appropriate Admin code from the range of 900-954.
25.	Directions provided using sign language - American Sign Language (ASL) or Exact English Signing (EES)	Y	Applies only to spoken instructions exactly as provided in the administration manual.
26.	Sign the Reading and Writing assessments - American Sign Language (ASL) or Exact English Signing (EES)	Y- EES N- ASL	TACs are required to enter the appropriate admin code from the range of 900-954. ACT is working to revise the ASL policy, but cannot offer a timeline.
27.	Sign the Mathematics, Science and Social Studies assessments - American Sign Language (ASL) or Exact English Signing (EES)	Y- EES N - ASL	TACs are required to enter the appropriate admin code from the range of 900-954. ACT is working to revise the ASL policy, but cannot offer a timeline.
28.	Use of calculator/talking calculator on the non-calculator sections of the Mathematics assessment	NA	There are no "non-calculator" sections of the ACT WorkKeys Applied Math test.
29.	Use of a calculator on the Science and Social Studies assessments	NA	

Number	Requirement	Eligible for Work Skills Credentials (for paper & online unless designated otherwise)	Comments (for paper and online unless designated otherwise) P – paper O - online
30.	Use of arithmetic tables	N	All examinees may use the developed ACT WorkKeys Formula Sheet provided only for the ACT WorkKeys Applied Mathematics test. Use of any other table will result in student not receiving WorkKeys scores. TACs are required to enter the appropriate Admin code from the range of 900-953
31.	Use of manipulatives (e.g. actual coins and bills, base 10 blocks, and concrete objects)	N	O: If used TACs are required to enter the appropriate Admin code from the range of 900-954 P: TACs are required to enter the appropriate Admin code from the range of 900-954
32.	Use of an abacus	Y	
33.	Use of rulers as provided by the State	N	Items do not require rulers.
34.	Use of adapted rulers, protractors, Braille and large print rulers and protractors	N	Items do not require rulers.
35.	Use of auditory amplification devices or special sound systems	Y	
36.	Use of visual aids (e.g., closed circuit television, magnification devices)	Y	Provided by school or student. Depending on the device used, student may have to test individually.
37.	Use of Braille and enlarged print versions of assessment (currently State or test publisher-produced)	Y-Paper N-Online	P: ACT produces Braille and enlarge print versions. O: Currently available for paper-based testing. Screen Magnification is planned for future platform.
38.	Use of a page turner	Y-Paper N-Online	P: Page turner must meet same requirements as all testing staff.
39.	Use of non-skid surface that will not damage the answer document or scanning equipment (DO NOT use tape or other adhesive)	Y-Paper N-Online	P: Provided by school or student.
40.	Use of acetate colored shield, highlighters, highlighter tape, page flags, and reading guides on test booklets	Y-Paper N-Online	Provided by school or student. “Reading guides” are interpreted as place keepers. May require student to test individually (e.g., highlighters).
41.	Use of bilingual dictionaries that define or explain words or terms	N	

Number	Requirement	Eligible for Work Skills Credentials (for paper & online unless designated otherwise)	Comments (for paper and online unless designated otherwise) P – paper O - online
42.	Use of dictionary, thesaurus, spelling book, or grammar book for Mathematics, Science, Social Studies, Reading, and Writing	N	
43.	Use of bilingual word-for-word non-electronic translation glossary for English language learners	Y	
44.	Use of screen reader/text-to-speech on reading assessment	N	
	Response		
45.	Student responds in his/her native language to the constructed response items on assessments	NA	
46.	Student responds in sign language for Reading and Writing (Exact English only)	Y	Only if tested individually and responses marked on scannable document by testing staff.
47.	Student responds in sign language for Mathematics, Science and Social Studies assessments - American Sign Language (ASL) or Exact English Signing (EES)	Y-EES N-ASL	Only if tested individually and responses marked on scannable document by testing staff.
48.	Student points to answers or writes directly in assessment booklet (transferred to answer document by teacher)	Y	P: Only if tested individually and responses marked on scannable document by testing staff. O: For CBT, testing staff should mark responses as the student indicates them; if providing verbal responses, the student must test individually.
49.	Student responds orally (e.g., student tells assessment administrator which answer choice they are selecting)	Y	O: Only if tested individually and responses are recorded online by testing staff. P: Only if tested individually, student responds in English, and responses marked on scannable document by testing staff.
50.	Use of a scribe for constructed response items (student must indicate punctuation, format and spell all key words) for Writing	NA	
51.	Use of augmentative/alternative communication devices e.g., • Picture/symbol communication boards • Speech generating devices	Y	
52.	Use of speech to text word processor for responses to Reading	NA	

Number	Requirement	Eligible for Work Skills Credentials (for paper & online unless designated otherwise)	Comments (for paper and online unless designated otherwise) P – paper O - online
	and Writing		
53.	Use of special adaptive writing tools such as pencil grip or larger pencil	Y	P: Provided by school or student.
54.	Use of adapted paper, additional paper, lined or grid paper for recording answers	Y-Paper N-Online	P: Provided by school. Student must test individually and responses transferred to scannable answer document by testing staff while examinee observes.
55.	Use of alternative writing position (e.g., desk easel, student standing up)	Y	If position will disturb other examinees, must test individually.
56.	Use of computer or word processor for Reading, Writing with the following features disabled • spell check • thesaurus • grammar check	NA	
57.	Use of Braillewriter or electronic Braillewriter for Reading and Writing with the following features disabled • spell check • thesaurus • grammar check	NA	
58.	Use of computers with alternative access for an alternative response mode e.g., • Switches • Alternative keyboards • Eye-gaze motion sensors • Voice recognition software • Head or mouth pointer • Specialized trackballs or mice	Y	P: Responses must be transferred to scannable answer document by testing staff.

2) The Contractor must provide research supporting the development of items, content included, test blueprints, and item replacement for the Work Skills test, at a minimum, must include the following:
   a) Development of test blueprints;
   b) Description item development and review process;
   c) Numbers of items per strand (benchmark) and content area, with scores for each;
   d) Technical properties of underlying scales;
   e) Description of the scaling procedures including, but not limited to;
      - Psychometric modeling, equating procedures, and item analyses (classical, item response measurement theories)
      - Description of processes to account for different grade levels of test takers
      - Score reliability data and associated standard error of measurement in scale score units
   f) Sample(s) of criterion-referenced reporting;

3) The Contractor's instrument must meet psychometric standards of reliability, validity, and appropriateness for the target population and purposes for which the test will be used, including the following:
   a) Norming evidence;
      - Norming procedures
      - Processes for determining frequency of norm updates
      - Identification of characteristics of students included in norms
      - Process for identifying characteristics of students included in norms
   b) Equating and scaling processes;
   c) Evidence for criterion-referenced reporting;

4) The Contractor's Work Skills test for this Contract must be aligned with Michigan's content standards and expectations for each subject included in the test:
   a) Mathematics:
      - Grades 9-12—Common Core State Standards (CCSS)

   b) English Language Arts:
      - Grades 9-12—Common Core State Standards (CCSS)

B. Implementation Activities

1. Planning for the Kick-Off Meeting for the Work Skills Assessment. MDE will define the order of operations and drive the meeting agendas.

a. The Contractor must work closely with DAS to prepare a preliminary agenda and schedule that will be sent to DAS for review and approval in advance of the Kick-Off Meeting.
   1) For spring 2016, the Kick-Off Meeting will be scheduled within two weeks of the Contract start date. Therefore, the preliminary agenda and schedule will be sent to DAS seven days prior to the meeting.
   2) For subsequent test cycles, the preliminary agenda and schedule will be sent to DAS 14 days prior to the Kick-Off Meeting.
b. An action item for this meeting must be the production of a DAS-approved baseline schedule conforming to the requirements set forth in Section 1.041A.
c. The Contractor must work closely with DAS to identify and schedule meetings/work sessions for deliverables with early completion dates.

2. Electronic Document Management Site

The Contractor must set up electronic document management site(s), such as a "SharePoint"-type file structure for the Contract.

a. The Electronic Document Management site must be a secure web-facing permanent repository of electronic documentation. 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 must be proposed by Contractor, but may be revised, and must receive final approval, from DAS.
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 permanent electronic documentation repository.
c. The Contractor must maintain the site, which will be used to securely transfer and maintain all electronic documents and files related to this project that 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 DAS. Security to access this site must allow only key Administration Contractor and DAS-identified and -approved staff access. The Contractor must issue passwords for the management of electronic document exchange with DAS.
d. DAS reserves the right to have any individual's user identification code removed. DAS 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 must be assigned to each user identification code. Each user identification code must be passcode restricted. See Technical Requirements in the Work and Deliverables Section.

3. **Kick-Off Meeting:**
The Contractor's staff including the key staff must meet with DAS to review project plans, schedules and implementation activities for the Work Skills assessment to ensure that MDE objectives and timelines are met.
   a. Location and Duration
   The face-to-face meeting will take place in Lansing and will occur within three weeks of the Contract start date. For additional information regarding meeting planning, see Section 1.024.
   b. Review Draft from Contractor and Finalize Project Plans, Schedules, and Implementation Activities
   The goal is to finalize schedules for new and existing activities and tasks required for each activity, to initiate work for producing materials needed for administration and reporting of results for the next test cycle.
   c. Demonstration of DAS Architecture Components
   DAS will provide an overview and brief demonstration of the DAS Secure Site and in-house psychometric and reporting services. DAS will address questions related to pre-identification of students, assessment material orders and tracking, requirements, data file structure, reporting requirements, and any other topics needed to execute each assessment program.
   d. Meeting Responsibilities
   The Contractor must provide leadership and supporting materials needed for their respective Kick-Off Meeting, such as the agenda and documents required for implementing the test administration.

4. **Quality Assurance Plan (QAP) and Processes**
The Contractor must develop and maintain a QAP and processes for gathering requirements, development of business rules, documentation, and User Acceptance Testing (UAT) to ensure that products and processes are accurate and provided according to projected timelines. The QAP and processes must include the following:
   a. Existing quality assurance steps
   The Contractor must provide a description of existing quality assurance steps currently used for all test products and standard processes.
   b. Requirements Gathering and Documentation
   c. User Acceptance Testing (UAT)
   The Contractor's User Acceptance Testing (UAT) must ensure that all products and processes (including hand-offs of data and deliverables) are accomplished and produced with 100% accuracy.

5. **Annual Alignment and Selection of Test Items**
While the State does not anticipate using individual items from the Work Skills test to derive subject scores, the Contractor must, **at the State's option,** work closely with DAS test development staff to complete annual alignment processes and selection of items to contribute to the subject score according to pre-established timelines.
   a. Annual Alignment and Selection Schedule
      1) For spring 2016, annual alignment and test item selection will be scheduled to occur three weeks after the state notifies the Contractor of the intent to exercise this option.
      2) For subsequent test cycles, annual alignment and test form selection processes will be scheduled for May.
   b. Number of parallel test forms selected (based on current tests)
      1) Work Skills test
         a) Operational
         b) Accommodated
         c) Make-Up (also serves as emergency)
   c. Contractor select test forms
      1) Forms contain same core skills with different test items
      2) Based on preliminary alignment
      3) Spreadsheet produced for each form, listing items, Contractor descriptor, and Michigan content codes.
   d. Contractor staff and DAS test development staff meet (currently face-to-face) for the first customer review process that includes the following:
      1) Review secure copies of all test forms to be used and Contractor's spreadsheet

2) MDE staff independently code each item to the current standard that the item most clearly measures.
3) Items that do not measure a specific standard will be left un-coded
4) MDE staff compare results with Contractor spreadsheet(s)
5) A tally of the assigned codes are made for each test form, by standard, to determine the breadth of standards coverage for each form
6) Tallies are reviewed to determine the following:
   a) The total number of items that will be selected from each test form and content area to count toward the scores;
   b) The number of items chosen is at the discretion of DAS, to ensure equity of content being measured that contributes to the score.

e. The alignment process includes a second review to select the items from the forms that will count toward scores to ensure identical coverage of the standards for every student, regardless of test form assignment.
f. DAS utilizes alignment results to determine which items will be included for any state specific subject scores from the Contractor selected forms.
g. If the State opts to include items from the test, the Contractor must include final DAS item coding in production of their respective score-related files.

6. Call Center(s) The Contractor must provide call centers to handle phone calls and emails regarding Work Skills tests. A toll-free phone number is provided by DAS, which routes calls to the appropriate call center.

a. **Call Center Information for Stand-alone tests** The Contractor is responsible for hosting a Call Center for stand-alone tests that are administered in Michigan schools.
   1) The Contractor is responsible for providing call centers to handle phone calls and emails regarding Michigan's Work Skills stand-alone testing in schools. Staff must be available from 7 am to 5 pm EDT/EST on Monday through Friday during the test cycle window.
   2) The Contractor must interface with the DAS Secure Site to obtain assessment coordinator and school information using a direct table read.
   3) Quality Assurance Plan
      The Contractor must provide call information related to the following:
      a) the requestor (Date/time, service request receive, problem, and name and location of requestor);
      b) the resolution and staff providing resolution (name of staff, service report number, etc.);
      c) average wait time.

7. Training of Test Administrators and Technology Coordinators

The Contractor must work with DAS staff to develop plans and related materials for training high school assessment coordinators, test administrators, and proctors for each Work Skills test cycle. Additionally, when On-line testing is available as a delivery option for the Work Skills test, the Contractor must work with DAS staff to develop plans and related materials for training District Technology Coordinators.

a) Training Plans
   1) Training plans for spring 2016 Work Skills test cycle will occur no later than four weeks after respective contract start;
   2) Training plans for subsequent years begin in June of the year prior.

b) The Contractor representatives must attend each training session to answer questions. (Live and archived video casts for conferences.)

c) The Contractor is responsible for providing all training necessary for the effective implementation, administration, and interpretation of the Work Skills test, which will include training school and district staff to:
   1) Administer the Work Skills assessment to every student who is eligible to take the test;
   2) Facilitate the use of school-identified accommodations for student test-takers by utilizing the DAS Secure Site for the following:
      a) Identifying and documenting accommodated test material requirements by student;
      b) Documenting other accommodation requirements by student.
   3) Ensure that all administration procedures are followed in a reliable, consistent manner;
   4) Understand all scoring processes of the test;

5) Obtain reports, analyze data, monitor progress over time, and use data to reflect upon and adjust curriculum and teaching methods; and
6) Use results to communicate with parents.
7) When online test delivery is available, training District Technology Coordinators to successfully implement the online test delivery software is also required.

d) DAS staff will present aspects of planning and administering test implementation activities that are standard for all statewide assessments.
   1) Training is provided as a workshop in a live video or webcast.
   2) Target audience for training is School Assessment Coordinators, Teachers and Administrators.
   3) Initial training videos will be recorded for subsequent workshops with Michigan Assessment Coordinators and Test Administrators.

e) The Contractor must provide supporting training materials for inclusion in the training packets, including test administration manuals and sample answer documents.

f) A draft of the training presentations must be submitted to DAS for review and approval, no less than 14 days prior to the training workshop.

8. School Readiness and Online Test Delivery

The Contractor's use of online testing formats to administer the Work Skills test during the Contract must provide an online test system that adheres to industry best practices, strict security measures, and uses DAS-approved interfaces for test administration and scoring processes.

Please Note: *In conjunction with online testing for the Work Skills assessment, the Contractor must also provide a paper-and-pencil version (print format) as an option for schools and districts who are unable to support online test administration.*

The Contractor must provide detailed plan(s) to certify that schools are ready to successfully administer online testing with the system(s), and possible use of Michigan's Technology Readiness Survey (MTRAx) in streamlining the existing process. The Contractor's online system(s) must address the following:

a. Online Test System Characteristics – initially and as changes occur, the Contractor must provide DAS updated characteristics of their online test delivery system, including but not limited to:
   1) Online delivery format, including the date of implementation, system updates and/or enhancements, and expected test volumes.
      a) Identification of options (school, student, etc.) to use print materials (i.e. paper-and-pencil format)
      b) Identification of online test delivery system(s) ownership and description of the following processes:
         - System updates, enhancements (how decisions and scheduling are determined, etc.);
         - Client notification of system issues, impending changes, etc.;
         - Scheduling of system maintenance;
         - Import/export of a State's Pre-Identification files and other data during testing (see Section 1.022.B10: Pre-Identification of Students).
      a) List of the workstation requirements, including the following elements:
         - Operating system requirements
         - Memory requirements
         - Screen resolution requirements
         - Bandwidth requirements
         - Plug-in/client installation requirements (any other third party software that must be installed on workstation for student testing to occur)
      b) Scalability
         - Evidence or documentation of system capability of scaling to extent required in Michigan
         - Capacity test results, with "capacity" defined as the maximum number of concurrent users
         - Performance testing and sample of results
      c) Disaster Recovery

The Contractor's disaster recovery plan must address possible occurrences including:

- Within the hosting environment (server failure, loss of internet connectivity, data corruption)
- At the online testing site (loss of internet connectivity, device reboot, etc.)

b. School Readiness for Online Assessment
The Contractor must determine school readiness for online testing based on the following:
1) Quality Assurance steps that will be used to determine if Michigan schools are ready for online testing.
2) Determine if Michigan's Technology Readiness Tool (MTRAx) results and other data collection can be used to certify schools for use of the online test system.

9. Preparation of Test Administration Supporting Materials

In addition to all test products in Section 1.022 A, the Contractor must prepare information and documentation specific to test administration, which includes the following:

a. Test Administration Manual(s)
The Contractor must provide all information required for assessment coordinators, teachers and administrators, including the following:
1) A section for Test Coordinators that provides information to ensure consistent implementation practices in schools across the State
   a) Complete list of all test materials to be received
      - Student test booklet(s)
      - Accommodated test(s)
      - Supporting test materials for students
      - Test administration manuals and directions
   b) Distribution and handling of test materials
   c) General information related to test administration timelines and schedules
   d) Directions for Technology Coordinators to install online test delivery software
2) A Section that contains information specific to administering the test
   a) Specific directions and detailed procedures for giving the test,
   b) Recording of any supplemental demographic data,
   c) Information related to appropriate and ethical administration practices,
   d) Scoring options and procedures.

b. All Auxiliary Test Materials required for the test(s)

10. Pre-identification of Students

The DAS Secure Site produces the "Pre-ID" file of test-takers that is made available to all Contractors via a direct table read. For Contractors using machine-scannable answer documents (print materials) to capture student responses, a date range is provided for both an initial and an update pull for each test cycle. Contractor(s) offering an online test format for testing must pull pre-ID student information according to pre-established schedules for each test cycle that prescribes frequency of pulls.

a. Michigan Pre-ID Label Sample and Specifications (Activities A, B, C-1 and D using Print Format)
All barcodes for use on student answer documents 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 DAS is 10 digits in length and includes a check digit that is calculated by DAS.

Diagram 1.1 Sample Barcode Label

1) Initial Pre-ID Pull
   a) The Contractor must pull the initial file of pre-identified students for a test cycle on a pre-established date according to the pre-established schedule.
   b) The Contractor must provide the printing of student labels with barcodes that can be affixed to scannable answer documents at local schools and testing sites. Labels will contain the student Unique Identification Code (State student no.) and Barcode, along with school name, number (from School Code Master) and other student demographics in a pre-identified format. School personnel will separate the labels by grade, subject, and class for use during testing.
2) Update Pull(s)
   a) The Contractor must pull 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 above.
   b) Labels for the Update Pull are printed and shipped separately from test materials.
   c) The Contractor must be able to pull pre-ID data from the DAS system multiple times. Labels for students who register late and whose demographic information is not contained in the initial pre-ID label shipment are printed locally in the schools.
3) New Enrollees
   a) Schools enter student information and demographics into the DAS Secure Site and print scannable label(s) for tests to be taken.
   b) The Contractor must supply the blank labels that schools use for local printing of student barcode information that is affixed to machine-scannable answer documents that are returned (see barcode sample, above).
4) Quality Assurance Plan
   a) Initial Pull: For students entered into the DAS Secure Site by the end of the initial pre-ID window, DAS will provide data to the Contractor for pre-printed barcodes. Prior to production, samples of 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: DAS 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 Contractor must provide specified numbers of blank labels for this purpose.

b. Michigan Pre-ID for Online Testing using Online Format)
   1) Initial Pull
      The Contractor must pull the initial file of pre-identified students using an electronic utility that is preset to pull data according to a pre-established schedule.
   2) Update Pull

The Contractors must pull the update file of pre-identified students using an electronic utility that is preset to pull data according to a pre-established schedule.

3) New Enrollee Pulls
   a) During the administration window for a test cycle, the Contractor pulls new enrollee information from the DAS Secure Site.
   b) The Pre-ID information and test administration group information is transferred to the online test delivery system, enabling new enrollees to test immediately.
4) Quality Assurance Plan
   a) Results of the Pre-ID pulls are analyzed for accuracy and to ensure that the Online Test Delivery System correctly organizes students by test administration groups and proctors for specified test (by program, content, grade level, and class group).
   b) Update and subsequent pulls are analyzed for accuracy.
   c) Requirements are gathered and a UAT conducted for this process.

11. Packaging and Distribution

The Contractor must package and ship materials by school using quantity information from the DAS Secure Site. Materials must include documents with pre-id information from the initial and update pulls. These shipments must be scheduled to arrive in the schools by pre-specified dates.

a. The Contractor's print format for test products must incorporate the following customization requirements into standard packaging and distribution processes for standalone implementation activities for the State:
   1) The Contractor must have the capability of interfacing with the DAS Secure Site.
      a) The methods used for interfacing include web services or direct table reads (see Section 1.022: Diagram 1.2).
      b) The Contractor must identify the method to be used for the interface.
   2) DAS Secure Site is the single source for providing contact and shipping information, including:
      a) school test coordinator information (name, contact info, etc.);
      b) school "ship to" address, etc.; part of DAS Secure Site data.
   3) DAS Secure Site is the single source for student test registration information, including:
      a) Student data for producing Pre-ID labels according to State specifications. Information for producing these labels and label sample are provided in Section 1.022: Diagram 1.1.
         - Initial pull
         - Update pull
         - New enrollees
      b) Student accommodated material order information, which is also part of the student Pre-ID data, will be provided.
      c) Student data are used to determine test material quantities (operational, make-up test forms).
      d) Additional student orders must be pulled daily for a DAS-specified period of time in the test window.
b. The Contractor must accept special requests for shipment through DAS or their call center.
c. Quality Assurance Plan
   1) The Contractor must have an existing process for packaging test materials that ensure consistent and accurate deliveries to schools.
   2) Test materials must be received at the school no later than two weeks prior to testing.
   3) The Contractor must upload tracking information for original shipments and additional orders into the DAS Secure Site for maximum accessibility to schools and district staff.

12. Online Test Delivery

The Contractor's online formats for administering one or more tests must provide an online test delivery system that adheres to industry best practices, strict security measures, and uses DAS-approved interfaces for administration and scoring processes (see Section 1.022: Diagram 1.2).

Please Note: *In conjunction with online testing for the Work Skills assessment, the Contractor must also provide a paper-and-pencil version (print format) as an option for schools and districts that are unable to support online test administration.*

The Contractor's online system must address the following:

a. Test Proctor Access to the Online Testing System(s)
   1) Test proctor responsibilities for test registration processes;
   2) Functionality of tools available to test proctors during the administration process;
   3) Methods used to prevent data loss during test administration, such as power outages or loss of internet connectivity.
b. Directions for Online Administration of Work Skills test
   1) How standard directions are presented to the user (student and/or teacher) based on the test format of the test(s).
   2) Options for customizing directions or interface presentation.
c. Student Access to the Online Testing System(s)
   1) How the online testing system interface is appropriate for target population
   2) How accessibility options meet the accommodation requirements for students with disabilities and English learners.
   3) Security, including limit of computer functionality during testing
d. Forensic Analysis of Administration Processes
   1) Identification of the types of forensic data that are collected at the time of testing
   2) The processes for uses of forensic data, including issuing alerts with State test administrators.
e. Student Information for Tested Roster Preparation
   1) The Contractor exports files of students who have completed their assigned test(s) using a direct database write, to the DAS Secure Site (see Section 1.022: Diagram 1.2).
   2) When groups of schools are completed, school assessment coordinators will be able to log onto the DAS Secure Site to review all student answer documents that have been scanned and identify any possible issues, such as a missing test.
   3) The final export is a combined file of all tested students, which is used for Tested Roster (see Section 1.022.B.19).
f. The Contractor must provide an online delivery system for use no later than 2016-2017 test cycle

13. Online Scoring

a. The Contractor must score all tests administered online.
   1) The Contractor's scoring processes for its product must include the process for each of the following:
      a. translating machine scorable student responses into right/wrong answers
   2) The system must be capable of translating answer options to a score for each item (e.g. 0/1).
b. Quality Assurance Plan
   1) All items must be scored accurately, efficiently, and reliably. Scoring information must be made available both to the DAS Contract Compliance Inspector (CCI) and to independent evaluators or auditors as required
   2) The Contractor must provide a description of the scoring process, specifying the quality control measures for scoring.

14. Test Administration Communication and Security

The Contractor must provide a variety of communication processes during testing, including call centers with trained staff, test monitors for targeted monitoring visits, and information about possible test administration irregularities according to pre-established timelines.

1) Communication, Monitoring, and Security Processes for Stand-alone Test Administration The Contractor's processes used for communicating with schools during stand-alone test administration windows, must include:
   a) Communication procedures to be used (call center, email, etc.);
   b) Security processes to be used during Michigan test windows;
   c) Samples of existing communication and security materials and processes used.
2) The Contractor's monitoring procedures used for stand-alone tests during the test window must address:
   a) Number of contractor-initiated monitoring visits during a test administration window;
   b) Contractor training program provided to staff for monitoring administration of all stand-alone tests for this Contract.

3) The Contractor's procedures used for possible security breaches for administration of stand-alone tests, must include, but is not limited to the following:
   a) The Contractor, through its standard process, must collect signed compliance agreements for the Test Coordinator (and Test Accommodations Coordinator if appropriate) during the school establishment process. ACT will work with the state to develop a process by which the state will be able to collect compliance agreement in addition to what ACT requires from other testing staff.
   b) Collection process(es) and mechanism used.
4) The Contractor's QAP used to monitor stand-alone testing, including, but not limited to, the following:
   a) Summary of communication related to possible irregularities by school and test cycle;
   b) Contractor-initiated processes used to detect possible irregularities;
   c) Electronic archive security compliance agreements for all staff involved with testing.
5) QAP for the Work Skills Assessment
   a) A summary of all communication related to possible irregularities is provided, including:
      - Numbers of calls and other types of communication (calls, email) are identified;
      - Summary is provided to DAS according to pre-established frequency.
   b) Contractor-initiated processes used to detect possible irregularities
   c) Electronic archive of test misadministration or investigation related material
      - Searchable by school and test cycle
      - Available for State auditing purposes

15. Procedures for School Return of Test Materials

All secure print materials for Work Skills tests must be returned to the appropriate Contractor immediately following each test cycle. The Contractor will receive and check-in returned test materials as shipments arrive from the districts and schools. The Contractor's use of established quality assurance steps to ensure that all materials have been received and accounted for is vital to maintain the integrity of the program.

a. School Return of Print Test Materials
   1) After testing, scorable and non-scorable materials must be shipped in boxes or other Contractor provided return mailer that are provided by the Contractor.
   2) The Contractor must provide return shipping labels assigned for use and tracking by the Contractor and DAS.
   3) The Contractor must pay all return shipping charges.
   4) Schools must be able to track materials shipments; the Contractor must provide DAS with tracking data during and following the shipping window.
b. Contractor Receipt of Printed Test Materials (Print)
   1) The Contractor must scan, or identify boxes or other types of return mailers as they are received in a secure area and notify shipper, school, and DAS of any missing boxes.
   2) The Contractor must open all boxes or return mailer and determine accuracy of the document counts provided by the schools.
   3) If used and unused materials are shipped together, the Contractor must check the unused (to ensure that used materials have not been intermixed) and notify the school and DAS.
   4) Used and unused materials containing a security bar code must be scanned for check-in.
   5) For missing Pre-ID/barcode labels, the Contractor must:
      a) Provide a listing of schools and number of students with missing bar code labels;
      b) Establish the fees schools will be charged for missing bar code labels and the late return of materials;
      c) Notify schools of the number of answer documents missing bar code labels and the associated fee.
   6) QAP for Missing Materials
      a) The Contractor must provide a process for timely identification of missing materials and provide a report back to schools requesting return of any missing materials and/or explanation of such.
      b) The Contractor must provide regular reports to DAS of schools with missing materials and the status of responses from schools.

c) The Contractor must provide for follow-up contacts with schools and districts via email and by phone, if necessary, to elicit a response.

16. **Scanning and Scoring Print Documents The** Contractor print materials for tests must score all machine-scannable student answer documents using a scan and scoring system that meets the following requirements:

- Machine scanning processes for print materials include the following:
  1) Translates all scanned bubbles, such as multiple-choice (MC) responses, into item responses chosen (e.g. 1, 2, 3, 4 or A, B, C, D) which is listed on the scanned file and then right/wrong (e.g. 0,1,1,0);
  2) Exports any constructed-response (CR) items, such as writing, for Artificial Intelligence (AI) and/or handscoring;
  3) Capable of updating records by adding scores from the constructed-response items after they are AI or handscored;
  4) Identifies answer documents without a Pre-ID barcode as an exception, using pre-established research processes for resolution;
  5) Direct table read or web-based interface (See Section 1.022: Diagram 1.2) for DAS Secure Site import/ export processes for file data exchanges;
     a) Updated Pre-ID files are regularly imported from the DAS Secure Site to assist with Pre-ID/barcode scan research.
     b) Once scanning for groups of schools is completed, scan files are exported to the DAS Secure Site for hosting, demographic analysis and student-based research.
  6) Provide answer document images and scanned file data for Tested Roster (See Section 1.022.19: Technical Requirements);
     a) The Contractor must provide complete information on all scanned answer documents to DAS through a direct database write to DAS (See Section 1.022: Diagram 1.2, Interface 6) before tested roster opens.
     b) Tested Roster will be available on the DAS Secure Site for schools to review and identify any possible issues, such as a missing test.
     c) DAS will review possible issues, such as a possible missing answer document, using the test images of the paper-and-pencil answer documents, which will be made available to DAS prior to the opening of the tested roster.
     d) During the tested roster window, which opens after test administration, the Contractor must pull issues data from the DAS Secure Site.
     e) The Contractor must research missing students and missing tests. The Contractor must scan and score found answer documents and correct the student data file for found students and/or tests and provide DAS with the corrected student data file.
     f) The Contractor must include updated demographic information from the Michigan School Data System (MSDS) in the corrected student data file provided by DAS. (See Section 1.022: Diagram 1.2,)
  7) Develop Quality Assurance Plan
     a) All items must be scored accurately, efficiently, and reliably. All scoring information must be made available both to the DAS CCI and to independent evaluators or auditors as required.
     b) Image capture system must accurately scan all 6x6 and 6x5 inch bubbles on answer documents and answer booklets
     c) The image capture must accurately include a student bar code (over-printed, sprayed on, or pre-printed label). (See Section 1.022.B.10: Pre-Identification.)
     d) The Contractor must provide a description of the scoring process(es), specifying the quality control measures for scoring, frequency of providing scan and score files linked to images and handling of all items including, but not limited to, verification of the scoring program, editing and resolution procedures for questionable answer documents (e.g., with multiple marks, poor erasures), editing processes and combining and aggregating multiple-choice response scores with constructed response scores at the school, district, county, and State levels.
     e) All scan, score and QAP plans must be pre-approved by DAS.
     f) If the State opts to include items from the assessment, Scoring UATs must be held at the Contractor's scoring site. DAS will provide staff members for each UAT, any

necessary travel and lodging expense to be paid for by the Contractor. See Section 1.024.

17. Forensic Analysis of Test Administration

A forensic analysis of student responses must be conducted to determine aspects, such as validity and reliability, of the test administration process that otherwise would not be known. The Contractor must provide a description of their forensic analysis process for their product. If DAS opts to include selected items from the Work Skills test to contribute to the subject scores, then the Contractor must also provide the following deliverables.

1) Erasure Analysis (Scanned Answer Documents)
   a) The Contractor must be able to capture the number of erasures for each answer document (i.e., at the student level), including:
      - the number of erasures that were wrong-to-wrong, wrong-to-right, right-to-wrong
      - the proportion of each of the subtypes in relation to the total erasure count.
   b) Continuous Updates: The Contractor must use a utility to provide an erasure analysis of scanned documents by batch and linked to scanned images at pre-determined intervals during the scan process with a complete summary file at the end of scanning.
   c) Summary Report: The Contractor must also compute the mean of each erasure index and the standard deviation by content area. The Contractor must:
      - flag student answer documents when DAS-defined thresholds are exceeded
      - aggregate the number of flagged students by district, school, class group code, and teacher ID (where applicable).

2) Student Response Data Files (Online Testing)
   a) The Contractor must be able to capture a variety of data at the time of testing. At the least, the Contractor must demonstrate the ability to capture and carry out analysis of answer-changing behavior, including:
      - All student answer choices including the final choice used for scoring. This includes not only the number of answer changes but the specific values chosen each time.
      - Response latency, including the amount of time between initial item presentation and initial response, latency between choices (in the event of an answer change) and latency between initial response and presentation of the next item.
      - Tracking the movement of the examinee through the test, including “going back,” item skipping and other behaviors (prohibited, or permitted if not possible to prohibit in the system).
      - Student response times
      - Accessibility options used by the student
      - The start and end times for a test (by individual student, test administration group)
      - Analysis of student gains over time (interim tests, etc.)
   b) Continuous Updates: The Contractor must provide student response data files for the selected items at pre-determined intervals during the online testing window with a complete summary file at the end of the test window.
   c) Summary Report: The Contractor must provide electronic reports that identify:
      - Student response changes that exceed DAS-defined thresholds
      - Aggregate number of flagged students by district, school, class group code, and teacher ID (where applicable).

3) QAP
   a) The Contractor must schedule and participate in requirements gathering sessions with appropriate DAS staff to establish guidelines for delivery of files needed for forensic analysis.
   b) The forensic analysis techniques must include, but will not be limited to, the detection of unusual erasure patterns, answer-changing behavior, response latency, gains analysis, pattern similarity and item exposure rates. Additionally for online test administration the forensic analysis techniques must include the time of test administration and detection of unusual response times.

c) The Contractor must establish guidelines and timelines for interfaces needed.

Note: The DAS Measurement Research and Psychometrics team has created considerable business requirements for erasure analysis procedures and file layouts. These will be shared with the Contractor upon kick-off.

18. Technical Report

The Contractor must provide an off-the-shelf product for the Work Skills assessment. As a result, the Contractor may base its psychometric functions on data external to the State, such as some of the data collected on initial scaling, pretesting items, form equating, and so on. The Contractor must provide off-the-shelf information on these functions in the Technical Report, with a supplement (or appended chapter) specific to the State of Michigan. Alternatively, and as agreed to by both the State and the Contractor, the Contractor may provide a document that includes only Michigan data pertinent to psychometric functions, such as initial scaling. Information specific to Michigan will include frequency distributions of Michigan scores (scale scores and level scores), reliability or standard error of measurement information computed solely based on Michigan examinees, equating information for the forms used in Michigan.

19. Document Retention and Storage

The Contractor must store all print and electronic documents related to the tests for the duration of this Contract, or until written permission is received by the DAS Project Manager to recycle, etc., using secure procedures to protect FERPA-related student information. DAS must have access to all stored documents and files at any point during the Contract or within agreed-upon retention guidelines.

a. Work skills test using machine-scannable answer document format must provide the following:
   1) Physical Materials
      a) The Contractor must retain a cycle's used and unused secure physical materials for two full years.
      b) The Contractor must retain scanned documents until written permission is received by the DAS Project Manager to recycle, using secure procedures to protect FERPA-related student information.
      c) Meeting documents, such as sign-in sheets
   2) Electronic Files, etc.
      a) Scanned Images
      b) Scanned, scored files
      c) Import, export files

b. Work Skills test using an online testing format must provide the following:
   1) Electronic Files
      a) The Contractor must retain all student testing data in a highly secure location with off-site backup for the life of the Contract.
      b) Full archives of student testing data must be made available to DAS via an open published API.
      c) No student testing data will be deleted without written permission from the DAS Project Manager.
      d) Stored records, in combination with existing and archive test booklets, must make it possible to recreate student test events in the event of appeal or other action requiring proof of testing if the State opts to use items from off the shelf products to contribute toward subject area scores.

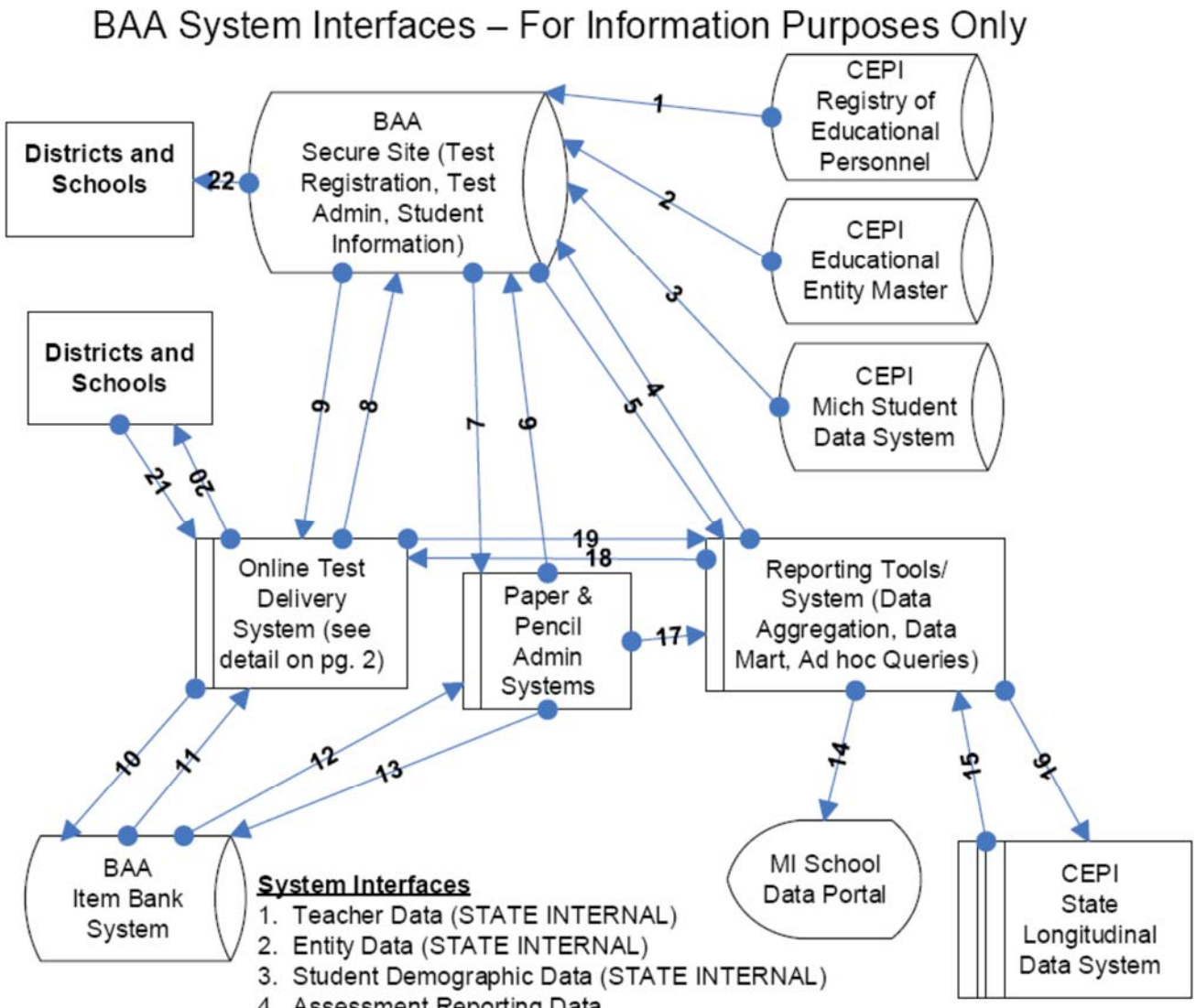
20. Technical Requirements including Interfaces

1) General Information
   1) The Contractor must provide all electronic Contract documentation using the Microsoft Office Suite (v2013) unless otherwise agreed to by the CCI.
   2) All software used must be compatible with MDE software for products. The Contractor must have the capability of interfacing with the DAS Secure Site via direct table read/write. System must be able to interface with the DAS Secure Site to read or write the following information: (The State's systems are built on Microsoft .net)

a) Test Registration (Pre-ID) information — The DAS Secure Site is where tests are registered. This registration information must be obtained directly from the DAS Secure Site via direct table read. For more information on Pre-ID, see "Pre-Identification of Students" above.
b) Student Testing Status (Tested Roster) data — The DAS Secure Site provides a process for schools and districts to verify that the student enrollment is correct, students either not tested or unable to test is correct and that evidence is received confirming that all students (scheduled to test) took the test and answer documents were received for scanning.

2) Tested Roster
The verification of answer documents is commonly referred to as "Tested Roster", which is described as follows:
   1) The Contractor must provide information on all scanned answer documents via a direct database write to DAS before tested roster opens.
   2) Tested Roster must be available on the DAS Secure Site for schools to review and identify any possible issues, such as a missing test.
   3) DAS will review possible issues, such as a possible missing answer document, using the test images of the paper-and-pencil answer documents, which must be made available to DAS prior to the opening of the tested roster.
   4) During the tested roster window, which opens after test administration, the Contractor must pull issues data from the DAS Secure Site.
   5) The Contractor must research missing students and missing tests. The Contractor must scan and score found answer documents and correct the student data file for found students and/or tests and provide DAS with the corrected student data file.
3) Student Test Results data – The Contractor must populate the DAS Secure Site with student test results using a direct table write.
   1) Work Skills credentials
   2) Item level student score responses, if the state opts to include items toward the subject scores
4) DAS System Interfaces
   1) At MDE's discretion, 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.
   2) Security and authentication software for the DAS Secure Site is a State-created and maintained solution called MEIS.
   3) Diagram 1.2 shows the DAS System Interfaces. A description of each interface follows the diagram.

Diagram 1.2 Description of DAS System Interfaces



BAA Item Bank Includes:
- Item Authoring
- Item Bank
- Test Authoring

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 (Raw Data)
11. Items/Test Maps Data
12. Items/Test Maps Data
13. Item usage statistics (Raw Data)
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

1. **Teacher Data (STATE INTERNAL)**
   Teacher data from the Registry of Educational Personnel (REP) are accessed for assessment purposes in the DAS Secure Site.
2. **Entity Data (STATE INTERNAL)**
   Entity (School, District, and Intermediate School District (ISD) data from the Educational Entity Master (EEM) are accessed for assessment purposes in the DAS Secure Site.
3. **Student Demographic Data (STATE INTERNAL)**
   Student demographic data from the Michigan Student Data System (MSDS) are accessed for assessment purposes in the DAS Secure Site.
4. **Assessment Reporting Data**
   Reporting data are accessed by the DAS 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. Interpretive guides for summative tests provide graphic displays of data and text with 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 DAS Secure Site for reporting purposes.
   b. Data requests for ad hoc queries will be submitted through the DAS Secure Site to the reporting system.
6. **Tested Roster/Material Order/Shipping Data**
   a. The Contractor must send 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 DAS Tested Roster process by the 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 DAS, which in turn works with the 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 DAS, 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 DAS.
      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.**
         a) 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.
         b) A valid answer document has at least one multiple-choice item bubbled or one constructed response in the answer document.
         c) 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

Table 1.2 Barcode Handling Process

Scenario	Handling Instructions
No barcode-no required values	Barcode cannot be assigned by DAS due to insufficient data. The document is not sent and not processed further.
No barcode – partial required values	If the district-school code combination cannot be resolved, the record is not sent and the document is not processed further. 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 DAS may not be able to assign a barcode. If DAS 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. If successful, the new barcode is retrieved and assigned to the answer document.
No barcode – all required values	The record is sent (including birth date if valid) and DAS attempts to locate or create a barcode. If this cannot be done, the document is not processed further. If successful, the new barcode is retrieved and assigned to the answer document.
Invalid barcode – partial required values	If the district-school code combination cannot be resolved, the record is not sent and the document is not processed further. If the district code and school code exists but the grade, last name, first name, or birth date are missing, the record is sent but DAS may not be able to assign a barcode. If DAS 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.
Invalid barcode – all required values	The record is sent (including birth date if valid) and DAS attempts to locate or create a barcode. If this cannot be done, the document is not processed further. If successful, the new barcode is retrieved and assigned to the answer document.

d. **Tested Roster Issues**: As the districts identify issues with scanned data, these issues are recorded and reviewed by the DAS 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.

a) 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.
b) If the combine is accepted by DAS, the records are combined on the DAS system.
c) The primary record is updated with the test information from the other records and the other records are unassigned from the test cycle.
d) Tests of the same subject cannot be combined.
e) 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.
   a) If a missing test issue is approved by DAS, the Contractor pulls the missing test information from the DAS system.
   b) 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 DAS database.
   c) The issue created for the missing test is flagged as resolved whenever the data for the test are processed by DAS.
   d) If the Contractor finds the missing test and it is blank, DAS is notified.
      - DAS marks the ticket as resolved with a comment that the test found was a blank.
      - DAS 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.
   a) If a missing student issue is approved by DAS, the Contractor pulls the missing student information from the DAS system.
   b) 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 DAS database.
   c) The issue created for the missing student is flagged as resolved whenever the data for the student are processed by DAS.
   d) If the Contractor finds all the tests for the missing student and they are all blank, DAS is notified. DAS marks the ticket as resolved. DAS 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.
   a) If a move request is entered by the District/School and approved by DAS to a school within the requesting District, the test is moved to the new school.
   b) If a move request is entered by the District/School to move a student out of the district and it is approved by DAS, the student is moved out of the District and DAS will assign it to the correct school.

7. **Student Pre-ID/Material Order/Roster Entity Data**
   The Contractor must be able to pull pre-ID data from the DAS system multiple times via a direct table read. See Section 1022.B.10 for details.
8. **Student Testing Status Data**
   Data related to student's online testing status are accessed by the DAS 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 DAS Secure Site by districts and schools.

10. **Item Usage Statistics (Online) – Not applicable to this Contract**
    Item usage statistics data are accessed by the DAS Item Bank System from the Online Test Delivery System.
11. **Items/Test Maps Data (Online) – Not applicable to this Contract**
    Item and test map data are exchanged from the DAS Item Bank System to the Online Test Delivery System.
12. **Items/Test Maps Data (Print) – Not applicable to this Contract**
    Print Optimized Files (POFs) and Test map data are made available to the Contractor for the paper-and-pencil administration from the DAS Item Bank System.
13. **Item Usage Statistics (Print) - Not applicable to this Contract**
    Item usage statistics data are accessed by the DAS Item Bank System from the Online Test Delivery System.
14. **Aggregated Results**
    Assessment results aggregated for public reporting are made available via an extraction/transform/load process to the MI School Data Web Portal.
15. **Historical Student Results**
    Longitudinally connected student assessment data are made available for queries from the DAS Secure Site.
16. **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).
17. **Student Answers and Results (Print) – Not applicable to this Contract**
    Student responses via scanned paper answer documents are sent to the reporting system.
18. **Historical Student Results**
    Longitudinally connected student assessment data are made available for queries from the Online Test Delivery System.
19. **Student Answers and Results (Online) – Not applicable to this Contract**
    Student responses via the Online Test Delivery System are sent to the reporting system.
20. **Online test items**
    Schools and districts utilize the Online Test Delivery System to administer tests to students.
21. **Student Responses (Online) – applicable only if the State elects to have selected items from the Work Skills test contribute to the subject scores.**
    Student responses via the Online Test Delivery System are entered for scoring and reporting.
22. **Report data**
    Student-level and school and district aggregated results are available via the DAS Secure Site for teachers and administrators appropriate to their level of access.

21. **Overview of Technical Priorities for Online Testing**
    Technical Priorities for an online testing system include the following:
    a. Highly available during the school year and schools hours and Scalable System. The Online Test Delivery System must support high usages availability and scalability and perform under periods of high usage of concurrent users and high processing loads.
    b. System and Data Recoverability. The Online Test Delivery System will need the ability to recover from a hardware or application failure. It must have built-in redundancy and fail-over architecture to ensure seamless system recovery.
    c. Data Integrity. The Online Test Delivery System must provide end-to-end data protections to ensure no data are lost or corrupted during processing, storage, and transportation between applications and interfaces.
    d. Security. The Online Test Delivery System must maintain the highest level of security in order to safeguard the confidentiality of items, student information, and assessment results. The required security level is comparable to that required by financial institutions to prevent security breaches.
    e. System Flexibility. The Online Test Delivery System will be interfacing with several existing systems within MDE and CEPI. The system must be built with enough flexibility so that it has the capability to interface with other systems in the future. The effective use of standards, business rules, security protocols, and integration architectures will be critical to enabling this level of interoperability.

f. Data Management. The Reporting System must support the seamless and secure sharing of student item data and test results. This includes both the receipt of student data from the State systems and the export of student results back to the State systems.
g. Accessibility. The Online Test Delivery System must be in compliance with Section 508; Americans with Disability Act (ADA) and ideally with the Web Content Accessibility Guidelines 2.0. The substantive content (e.g., items) must be associated with metadata that describe any changes that will be made to the content, display, or input method necessary to provide appropriate accommodations support to the student. In addition, the overall approach must leverage the use of computer-based accessibility tools.

22. Technical Requirements for Online Testing

Online Test Requirements
Refer to Table 1.1

General Requirements
1. System must be able to interface with the DAS Secure Site system: Test Registration information (pull) and Student Testing Status data (push).
2. System must be able to import test proctor and other school administrator accounts.
3. At MDE's discretion, the system must be able to automate, using web services, API, or batch process, the export of all raw and computed assessment data from the Test Delivery System to DAS for analysis and reporting.

Test Delivery System
4. System must be able to check student computers to ensure that they have the components necessary to operate the test.
5. System must require minimal work for setting up the administration of a test on the testing devices.
6. System must have a secure method for students to log in and begin a test session.
7. System must have the ability to deliver the test securely to "locked-down" student workstations / devices.
8. System must prevent printing, screen captures, saving to HTML, and viewing of HTML source during assessment session.
9. System must allow students to review their answers for some sections or sets of questions before moving on to the next section or completing the exam.
10. System allows test administrators to print items, stimuli, and necessary resources to support system accessibility requirements, with appropriate security procedures.
11. System provides the student with a summary screen prior to submission that visually alerts the student of any unanswered items on a fixed-form assessment.
12. System provides an option that allows a student to go back and review any item and change their answers prior to submitting.

Student Accommodations
14. American Sign Language/ Exact English
15. Magnification Tool (without distorting images)

Systems Architecture
33. The system must operate efficiently on the following end-user operating systems:
34. - Windows XP SP3 and above
35. - Apple OS X 10.4.4 and above
36. - Chrome OS v19 and above (Chromebooks)
37. - Ubuntu 9 and above
38. - Fedora Core 6 (K12LTSP 4.2+)
39. - Android 4.0 and above (tablet)
40. - Windows 8 and above (tablet)
41. - iOS 6.0 and above (tablet)
42. The system must operate efficiently within a student screen resolution of 1024x768 with minimal horizontal scrolling. Larger resolutions must not change how the test items are rendered (e.g. image sizes are not relative to the screen resolution).

43. The system must provide data privacy safeguards, and be fully compliant with FERPA and the State of Michigan's standards. Contractor must provide data privacy safeguards and State of Michigan's data must remain secure if transmitted outside the Continental United States for development or testing purposes.
44. System provides secure access control based upon single unique user login.
45. The system provides varying levels of access within the application (Role-based access).
46. System must encrypt passwords when they are routed over the network.
47. System must store passwords in encrypted state.
48. System must support secure socket delivery such as SSL using industry standard encryption levels.

1.023 Standard Setting

Any standard-setting work that may be required will be completed by the Contractor that was recently awarded Standard Setting activities for all DAS assessments.

The Standard-setting Contractor will also be responsible for recruitment of participants, logistics, and preparation of standard setting materials and documentation of the proceedings. DAS Psychometric staff will specify the appropriate methodology for the proceedings and will provide oversight to the process, analysis, and production of reports.

If the state elects to select items from the Work Skills test to contribute toward the subject scores, the Contractor must cooperate with the standard setting Contractor to provide all necessary materials, data, and collaboration to facilitate standard setting.

1.024 Conducting Meetings

Throughout the term of this Contract, there will be many meetings pertaining to the tasks covered by this Statement of Work. Participation of all Contractors and Subcontractors is critical to the timely implementation of Work Skills test.

There are basic and specific meeting responsibilities. The basic meeting responsibilities are required of the Contractor for all meetings identified for the Contract. Requirements Gathering and UATs are examples of basic meetings. *Failure by the Contractor to provide or perform any of the responsibilities listed in this section may result in non-payment of all costs related to the respective meeting(s) and require the Contractor to arrange and pay for a replacement meeting.*

A. Basic Meeting Responsibilities of Contractor

The Contractor is responsible for conducting all basic meetings, including arrangements and compensation for all meetings related to the implementation activities as specified in this Statement of Work and the following:

1. In consultation with DAS, identify meeting titles, dates, and attendees.
2. Locate, reserve, and pay for a facility on the date(s) identified. Selection of the facility must be approved in writing by the CCI before meeting arrangements are made. 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.
1. Arrange and pay for overnight accommodations for multi-day meetings for any attendee traveling between 50 and 150 miles to the meeting.
2. 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.
3. Provide transportation for any attendee traveling out of the State.
4. Must have written approval from the CCI before transportation arrangements and selection of lodging facilities are made.
5. Provide refreshments (water, coffee, tea, juice, soft drinks, and healthy snacks) for all attendees.

6. Provide healthy lunches to all attendees for meetings lasting more than four hours and beginning at or before 12 noon local time.
7. Prepare an agenda for the meeting.
8. Send out and track invitations to each meeting.
   a. Send copies of agenda with invitations.
   b. Provide copies of notes from previous meetings.
9. Set up and provide a sign-in sheet with the title and date of each meeting.
   a. Ensure that all attendees sign in, including Contractor's staff, DAS staff, and all other attendees.
   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 DAS 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.
10. Prepare and maintain accurate minutes of each meeting. The Contractor must include an example of the minute's structure that will be used by staff with their proposal.
    a. Send DAS 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(s) for Specific Meetings

The Contractor is responsible for conducting all specific meetings, including arrangements and compensation for all meetings related to the implementation activities as specified in this Statement of Work and the following:

1. Management Meetings
   a. DAS staff will meet at least monthly with the Contractor's key staff to review completed, current and future tasks and their timelines.
      1) During the first year of the Contract, or during peak times, these meetings may be held weekly.
      2) The Contractor Leads for key tasks must attend these meetings unless otherwise indicated in writing by DAS.
      3) DAS reserves the right to require other Contractor staff, key for specific activities, to attend one or more of these meetings. DAS 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.
   b. Four management meetings, one every three months, must be in-person meetings, which can rotate between DAS's office in Lansing, MI, and the Contractor's primary facility. These meetings are not the same as the Executive Management Meetings.
   c. Web conferencing or teleconferencing can also be used.
2. Executive Management Meetings
   a. At least three of each of DAS's and the Contractor's senior officers must meet at least twice a year to review overall Contract performance.
      1) These are high-level meetings to review project goals, assess foreseeable risks, address major issues, and discuss financial matters.
      2) The frequency of these meetings may be increased or decreased at the discretion of DAS's Project Manager.
   b. These are all in-person meetings.
   c. The meetings will be held in rotation between the Contractor's primary facility and DAS's office in Lansing, MI.
   d. The first meeting must be held within 60 calendar days of Contract start date.
   e. The DAS Contract Change Request Control Statement must be read at the beginning and at the conclusion of all executive management meetings.
3. Technical Advisory Committee (TAC) Meetings

   The TAC is a panel of nationally recognized assessment experts who provide advice to DAS on complex assessment-related issues. The TAC meetings are conducted and coordinated by DAS. 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, DAS

may request the presence of two representatives from the Contractor's staff. Therefore, for budget purposes the Contractor should plan on sending two staff, four times per year, payable only in cases in which the staff is in attendance.

1.025 Program Development/Assistance

There are many stakeholders involved with various facts of administering and reporting results of Michigan's statewide assessments. At times, there are requests for research, training or special reporting related to Federal or State mandates. Together with its Contractor(s), DAS expects to be able to handle most of these requests.

In addition, staff may need to attend specific training sessions to maintain their expertise in the programs identified in this Statement of Work. In consultation with DAS, staff may also be required to provide training to large groups of stakeholders regarding one or more of the administration and reporting activities.

Upon written approval of the DAS Project Manager, the Contractor must contract with and compensate individuals and organizations selected by the DAS Project Manager to cover the aforementioned needs within this section. Line items are included in the price sheet related to this section.

1.030 Roles and Responsibilities

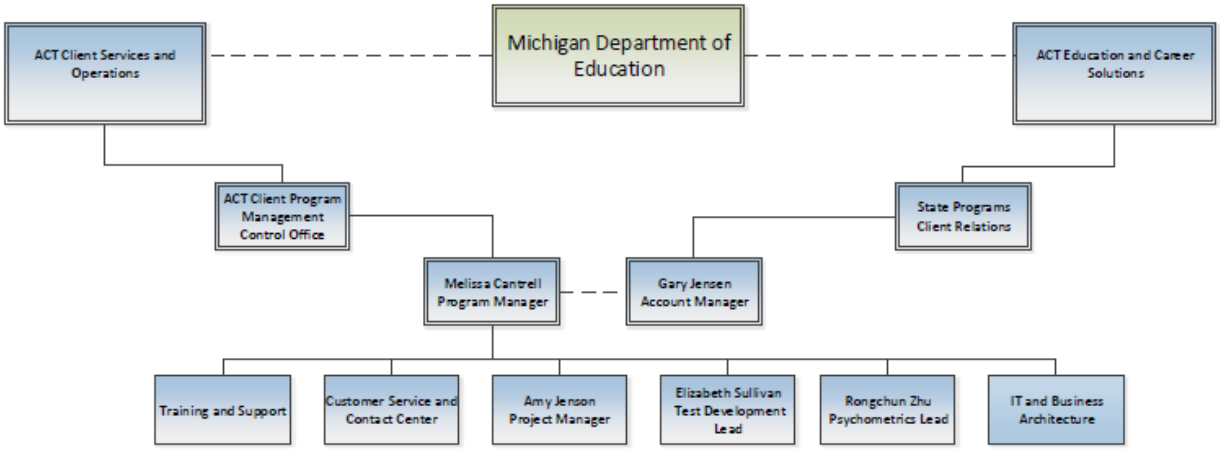
1.031 Contractor Staff, Roles, and Responsibilities

ACT must provide an experienced team of staff to manage the implementation of this Contract. The table below provides a summary of the staff including percent of time needed to fulfill the tasks and activities of the Contract.

Michigan Program Team – (Key Personnel)

Name	Program Role	Location	Percentage of Time	Title
Melissa Cantrell*	Program Manager	Iowa City, IA	100%	Principal Consultant
Gary Jensen*	Account Manager	Lakeview, MI	50%	Account Manager, Client Relations
Amy Jenson*	Project Manager	Iowa City, IA	50%	Senior Coordinator, State Testing
Rongchun Zhu*	ACT Psychometrics Lead	Iowa City, IA	15%	Senior Psychometrician, Measurement Research
Elizabeth Sullivan*	ACT Test Development Lead	Iowa City, IA	10%	Assessment Manager, State Programs

Organizational Chart



1.040 Project Plan

1.041 Project Plan Management

A. Preliminary Project Plan

The Contractor will review, revise in consultation with the DAS Project Manager and resubmit as a deliverable their Preliminary Plan within 30 days of Contract start.

1. The Preliminary Project Plan must include the following:
    a. MS Project schedule
        1) Internal milestones
        2) Task durations
        3) Deliverable target dates and critical paths
    b. Project approach / Statement of Work
        1) 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

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 will be required to 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 shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

C. Performance Review Meetings

The 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 shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

D. Project Control

1. The Contractor must carry out this project under the direction and control of DAS.
2. Within 10 business days of the execution of the Contract, the Contractor must submit the project plan to the State Project Manager(s) 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 Contractor 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. 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.

1.042 Issue Management

An issue is an identified event that if not addressed, may affect schedule, scope, quality, or budget.

A. The Contractor must capture, report and escalate issues within the Contractor's organization. Escalation will be based on age, severity, budget impact, etc. The State will escalate issues for resolution as follows:
   1. Level 1 — Business leads / Subject matter experts
   2. Level 2 — Project Managers / Project Leadership Team
   3. Level 3 — Executive Team

B. Once an issue has been identified by the Contractor, the Contractor must follow these steps:
1. Immediately communicate the issue in writing to the CCI, DAS Project Manager, the respective DAS Business Manager and other appropriate DAS staff.
2. The 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 DAS 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.

A. 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 must include, but is not limited to, the following:

1. 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.
2. Reviewing the project plan and timelines to ensure resources are, or will be, available.
3. Identify deadlines for items and assessment material designs to allow sufficient time to produce.
4. Qualitative review and approval of assessment materials by DAS staff designated by the CCI; at a minimum of the beginning, middle, and end of production.
5. Approval for actual quantities to produce must be given in writing by the CCI, or designee.
6. Accurate tracking of delivery, retrieval, logging, scanning, and storage of all assessment materials.
7. Preventative maintenance and accurate calibration of scanning equipment.
8. Identify data management and backup procedures.
9. Perform school readiness on the equipment to be used for online assessment.

B. The Contractor must submit an initial risk management plan to the State for approval within 20 business days from execution of the Contract.

1. The risk management plan must be in accordance with the State's PMM methodology.
2. The Contractor must communicate the status of risks to the State's Project Manager weekly, as required or agreed, and the status must contain the following minimum elements:
   a. Risk
   b. Status
   c. Date documented
   d. Controlled
   e. Impact
   f. Description
   g. Trigger event
   h. Mitigation
   i. Likely project phase
   j. Owner

C. 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 State's 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 must 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 SOW:

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. Standard Setting meetings conducted as specified within the Contract.
E. 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.
F. All reports and data files meet the specification of the Contract.
G. All designated reports and data files are delivered to the State with acceptance in writing from the CCI.
H. All answer documents are stored in a secure and environmentally controlled location during the length of the Contract.
I. All materials to be destroyed are done so in confidential manner.

1.052 Final Acceptance

Each assessment cycle is viewed as a project and is considered complete after:

A. The CCI has approved the final reports.
B. The final reports have been delivered to the appropriate location.
C. All final data files related to the cycle have been transferred to the State and approved by the CCI.

1.060 Contract Pricing

1.061 Contract Pricing

For authorized Services and Price List, see Appendix 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 Contractor for the expense at the State's current travel reimbursement rates. See **www.michigan.gov/dtmb** for current rates.

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 must 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 Holdback – Deleted / Not Applicable

1.070 Additional Requirements – Deleted / Not Applicable

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term
The Contract is for a period of **three years and four months** beginning April 15, 2015, through August 14, 2018. 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 two additional one year periods.

2.003 Legal Effect
Contractor must show acceptance of the Contract by signing the Contract and returning it 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 State agency and if the Deliverable/Service does not the 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 Division of Accountability Services (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:

Brandon Samuel, Buyer Specialist
Procurement
Department of Technology Management and Budget
Constitution Hall Bldg., 1st Floor
PO Box 30026
Lansing, MI 48909
Email: samuelb@michigan.gov
Phone: 517-284-7025

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 Division of Accountability Services, 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:

Andy Middlestead (or his designee)
Division of Accountability Services
Michigan Department of Education

P.O. Box 30008
Lansing, MI 48909
MiddlesteadA@michigan.gov
Phone 517-241-2694
Fax 517-335-1186

2.023 Project Manager
The following individual will oversee the project:

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 2.021 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 RFP 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 RFP 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 bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a 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.

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.

2.100 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 PCI Data Security Standard – Deleted / Not Applicable

2.104 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.

2.106 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 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 after becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.107 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, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

Notwithstanding the preceding paragraph, the State shall only have access to or inspect, monitor, or otherwise evaluate the Contractor processes that directly impact the validity or accuracy of the scores of the assessments offered herein, including any and all financial records relating to the billing of this agreement

2.112 Retention of Records
(a) The Contractor must retain all financial and accounting records related to this Contract for a period of 7 years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records 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.

2.113 Examination of Records
(a) The State, upon 20 days notice to the Contractor, may examine and copy within normal business hours, any of the Contractor's books, records, documents and paper pertinent to establishing Contractor's invoices or billing statements that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract. Access to affiliate and subsidiary records will be provided only to the extent the applicable entity performs services in connection with the Contract. Such audits takes place at Contractor's or Subcontractor's headquarters, respectively, at State's sole cost and expense.

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract.

The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.

2.114 Audit Resolution
If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.115 Errors
(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs only if the State had been overcharged.

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 (2) 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 of infringement or the like.

2.125 Equipment Warranty – Deleted / Not Applicable

2.126 Equipment to be New – Deleted / Not Applicable

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
For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.
(a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of, or result from, or are alleged to arise out of, or result from, the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
(b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
(c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(e) Unless the State approves otherwise, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.

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

(h) The Contractor must provide, within five (5) business days, written notice to the Director of DTMB-Procurement if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.

(i) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(j) The Contractor is responsible for the payment of all deductibles.

(k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' 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 require the Contractor to pay that cost upon demand.

(l) 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 Michigan Attorney General.

(m) The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ **(i) Commercial General Liability**

Minimal Limits:

$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; and
$1,000,000 Each Occurrence Limit.

Deductible maximum:

$50,000 Each Occurrence

Additional Requirements:

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 the insurance policy contains a waiver of subrogation by the insurance company.

☐ **(ii) Umbrella or Excess Liability**

Minimal Limits:

$10,000,000.00 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (i), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ **(iii) Motor Vehicle**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

☐ **(iv) Hired and Non-Owned Motor Vehicle**

Minimal Limits:

$1,000,000 Per Accident

Additional Requirements:

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.

☑ **(v) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ **(vi) Employers Liability**

Minimal Limits:

$100,000 Each Incident;
$100,000 Each Employee by Disease
$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

☐ **(vii) Employee Fidelity (Crime)**

Minimal Limits:

$1,000,000 Employee Theft Per Loss

Deductible Maximum:

$50,000 Per Loss

Additional Requirements:

Insurance must cover Forgery and Alteration, Theft of Money and Securities, Robbery and Safe Burglary, Computer Fraud, Funds Transfer Fraud, Money Order and Counterfeit Currency.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as Loss Payees on the certificate.

☑ **(viii) Professional Liability (Errors and Omissions)**

Minimal Limits:
$3,000,000 Each Occurrence
$3,000,000 Annual Aggregate

Deductible Maximum:
$50,000 Per Loss

☐ **(ix) Medical Malpractice**

Minimal Limits:

(Large Provider)$1,000,000 Each Occurrence
$3,000,000 Annual Aggregate

Deductible Maximum:
$5,000 Each Occurrence

☑ **(x) Cyber Liability**

Minimal 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.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

☐ **(xi) Property Insurance**

Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned 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 State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.13.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

2.133 Certificates of Insurance

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 of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Contractor must provide DTMB-Procurement(or agency if agency issued RFP) with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.13.1, Liability Insurance. Each certificate must be on the standard "Accord" form or equivalent and MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.

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 RFP 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 Reserved

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 90 days. 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 – Deleted / Not Applicable

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 this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this 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) – Deleted / Not Applicable

2.243 Liquidated Damages

The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide certain promised services expressly described below as a "Liquidated Damages Event"

would be difficult to determine exact accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein ("The Liquidated Damages") shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as Liquidated Damages, and not as a penalty.

Amounts due the State as Liquidated Damages, if not paid by the Contractor within 15 days of notification of Damages, or assessment of such Damages, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for Liquidated Damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor.

Notwithstanding anything in this Contract to the contrary, Contractor shall not be liable for damages arising out of a Liquidated Damages Event unless the State notifies the Contractor in writing of its intention to assess the Liquidated Damages no later than 18 months after the corresponding test administration in each year of this Contract, or 18 months after the final test administration and having received final Student level reports under this Contract.

The Contractor shall not be liable for Liquidated Damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor. Contractor is not responsible for Liquidated Damages if the incidents or delays are caused by the State, its contractors or agents, or other third parties not within Contractor's control.. It is the Contractor's obligation to notify the State and prior to the incidents or delays that may be caused by the State, its contractor or agents, or other third parties not within Contractor's control through the Project Management process prior to delay wherever possible.

Liquidated Damages Events are as follows:

(1) Paper and Pencil Materials Distributed to School Districts on Time:
Consistent with standard Contractor practice, all Necessary Assessment Materials for the Paper and Pencil Work Skills test, which are test booklets, answer folders, and supervisor manuals (the "Necessary Assessment Materials"), will arrive in schools typically one week prior to testing for local school review, but no later than one day prior to the scheduled test date. This delivery requirement does not include late accommodation requests from schools, as described in the Scope of Work, or supplemental materials. **Failure to meet this requirement**: $10,000 per business day for any or all Necessary Assessment Materials missing from any or all Michigan school districts.

(2) All Answer Documents Returned for Scoring:
All materials must be returned by schools in accordance with the Contractor's return procedures which are provided to the schools during Contractor training and outlined in the supervisor manuals. It is a requirement of this Contract that no completed answer folders are lost or destroyed by Contractor once they are received by Contractor from each local school. **Failure to meet this requirement**: $75 per completed answer document lost by Contractor.

(3) Final Work Skills Assessment Scores are Accurate:
It is essential to the credibility of MDE assessments that the scores produced are accurate. Contractor shall compute final scores which are materially accurate according to the specifications provided by MDE. This liquidated damage applies to any or all scores within any one (1) school district. **Failure to meet this requirement**: $2,500 per district in which a final Work Skills score is materially inaccurate when transmitted. This is the total assessable for any and all scoring errors in final Work Skills scores in a district for all of the assessments at any grade or subject area.

(4) Scanning, scoring, and data transmission systems verified with a test deck:
Failure to verify the scanning, scoring, and data transmission systems with a test deck to the State, its contractors or agents by a date in February of each year of this Contract, the date is

to be mutually agreed to by the parties within two (2) weeks following the annual kick-off meeting, will result in liquidated damages of $10,000/day, including weekends and holidays, until the systems are approved by the CCI for MDE or his or her designee as meeting the specifications set forth in this Contract.

(5) Assessment Results Returned on Time:
It is essential to the credibility of the MDE assessments that the scores be returned on time. This date presumes that the State, its contractors or agents have met their portions of the schedule. If not, the schedule will be adjusted accordingly by mutual agreement of the parties, and the revised schedule will be used for determination of whether the Contractor has met this portion of the requirements of this Contract.
Within two (2) weeks following the annual kick-off meeting for each year of this Contract, the parties shall mutually agree to a date on which Contractor will deliver scored match file(s) to the State, its contractors or agents. **Failure to meet this delivery requirement**: $40,000 per week day (including weekends). Notwithstanding anything in this Contract to the contrary, if a record(s) is placed on hold for a reason, unrelated to the Contractor, the Contractor will not be liable for Liquidated Damages under this subsection related to records on hold.

Notwithstanding anything in this Contract to the contrary, the total sum of the Liquidated Damages under this Contract shall not exceed $1,600,000.

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

Except as specifically provided in this **Section 2.261**, all Deliverables shall be owned by the State and shall be considered works made for hire by the Contractor for the State. The State shall own all United States and international copyrights, trademarks, patents, or other proprietary rights in the Deliverables.

The Contractor shall assign, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon State's request, the Contractor and/or its personnel shall confirm such assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State shall have the right to obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

Contractor owns the assessments, including all testing materials, documentation, related materials, derivatives and all intellectual property rights therein (collectively, the "Contractor Materials"). State does not acquire any right, title, or interest in or to the Contractor Materials. State shall not copy, modify, enhance, reverse engineer, or make any addition to the Contractor Materials. Notwithstanding anything in this Contract to the contrary, Contractor shall retain all right, title, and interest in and to all Contractor Materials which shall not be considered "Deliverables."

2.262 Vesting of Rights – Deleted / Not Applicable

2.263 Rights in Data

(a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to this Contract. Except as otherwise set forth in this **Section 2.163**, Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Except as otherwise set forth in this **Section 2.163** without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

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

(c) The parties acknowledge and agree that Contractor may use and disclose the data collected from the administration of the Work Skills assessment, as set forth in Contractor's data usage policies. The data usage policies will at a minimum allow for the disclosure of student specific data results to each student, their respective school and school district, and the State. Additionally ACT understands that it will not release any individual student data/student identifiable data without expressed written approval of the State.

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://www.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.

2.274 Electronic Receipt Processing Standard

All electronic commerce applications that allow for electronic receipt of credit/debit card and electronic check (ACH) transactions must be processed via the Centralized Electronic Payment Authorization System (CEPAS).

2.280 Extended Purchasing Program

2.281 Extended Purchasing Program – Deleted / Not Applicable

2.290 Environmental Provision – Deleted / Not Applicable

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 - Work Skills Pricing

LN	Description	X-Ref	Unit Type	Spring 2016 Estimated Quantity (a)	Spring 2016 Rate Per Unit (b)	Spring 2016 Est Sum (a)*(b)	Spring 2017 Estimated Quantity (a)	Spring 2017 Rate Per Unit (b)	Spring 2017 Est Sum (a)*(b)	Spring 2018 Estimated Quantity (a)	Spring 2018 Rate Per Unit (b)	Spring 2018 Est Sum (a)*(b)
	Work Skills Test	**1.022.A1**										
1	Work Skills Test-Paper/Pencil		PS	103,624	25.00	2,590,600	80,597	25.00	2,014,925	57,569	25.00	1,439,225
2	Work Skills Test-Online		PS	11,514	25.00	287,850	34,541	25.00	863,525	57,569	25.00	1,439,225
3	Work Skills Barcode Labels	1.022.B10	PS	115,138		included	115,138		included	115,138		included
4	Reporting of Students w/o Barcode Label (At Schools' Cost)		PS	20,000		included	20,000		included	20,000		included
5	Scanned Files Including UICs	1.022.B20.4	PS	115,138		included	115,138		included	115,138		included
6	Compile and transfer Work Skills data files of student test results (including matched Michigan student UICs)		PS	115,138	0.16	17,940	115,138	0.16	18,658	115,138	0.17	19,404
7	**Work Skills Test Subtotal**					**2,896,390**			**2,897,108**			**2,897,854**
	Additional WS Accommodation Materials	**1.022.A3**										
8	Spanish Version		year	1	26,910.00	26,910	1	27,986.00	27,986	1	29,106.00	29,106
9	Arabic Version		year	1	26,910.00	26,910	1	27,986.00	27,986	1	29,106.00	29,106
10	Large Type Printing		each	50		-	50		-	50		-
11	Braille Printing		each	10		-	10		-	10		-
12	Reader Script Printing		each	410		-	410		-	410		-
	Audio Accommodations Master:											
	Video Accommodations:											
13	English Video Creation (regardless of media format)		master	1	29,900.00	29,900	1	31,096.00	31,096	1	32,340.00	32,340
	Audio/Video Media Duplication & Packing:											
14	English DVD		each	405	5.98	2,422	405	6.22	2,519	405	6.47	2,620
15	Spanish DVD		each	60	8.97	538	60	9.33	560	60	9.70	582
16	Arabic DVD		each	100	10.17	1,017	100	10.57	1,057	100	11.00	1,100
17	**Additional Work Skills Accommodation Materials Subtotal**					**87,697**			**91,204**			**94,853**
	General Work Skills Administration											

	General Work Skills Administration											
18	Management Meetings	1.024.B1	each	30	1,730.56	51,917	30	1,799.78	53,993	30	1,871.77	56,153
19	Executive Management Meetings	1.024.B2	each	2	2,271.36	4,543	2	2,362.21	4,724	2	2,456.70	4,913
20	Technical Advisory Committee Meetings	1.024.B3	each	4	1,113.24	4,453	4	1,157.77	4,631	4	1,204.08	4,816
21	Planning for Kick-off Meeting & Cycle	1.022.B1	each	1	1,731	1,731	1	1,800	1,800	1	1,872	1,872
22	Electronic Document Management Site	1.022.B2	year	1		included	1		included	1		included
23	Kick Off Meeting	1.022.B3	each	1	15,559	15,559	1	16,181	16,181	1	16,828	16,828
24	Quality Assurance Plan	1.022.B4	year	1	7,236	7,236	1	7,525	7,525	1	7,826	7,826
25	Annual Alignment & Selection of Test Items	1.022.B5	year	1	35,886	35,886	1	37,321	37,321	1	38,814	38,814
26	Call Center	1.022.B6	year	1		included	1		included	1		included
27	Test Coordinator Training	1.022.B7	each	3	2,392	7,176	3	2,487.68	7,463	3	2,587.19	7,762
28	Electronic Media/Video Training	1.022.B7	each	7	2,376.28	16,634	7	2,471.33	17,299	7	2,570.18	17,991
29	School Readiness	1.022.B8	each	7		included	7		included	7		included
30	Pre-Identification of Students	1.022.B10	year	1		included	1		included	1		included
31	Packaging and Distribution	1.022.B11	year	1	3,861	3,861	1	4,015	4,015	1	4,176	4,176
32	Forensic Analysis	1.022.B17	year	1	361,249	361,249	1	375,699	375,699	1	390,727	390,727
33	Technical Reports	1.022.B18	year	1	167,823	167,823	1	174,536	174,536	1	181,517	181,517
34	Document Retention and Storage	1.022.B19	year	1	4,485	4,485	1	4,664	4,664	1	4,851	4,851
35	Tested Roster	1.022.B20	year	1	9,568	9,568	1	9,951	9,951	1	10,349	10,349
36	Program Development	1.025	year	1	473,606	473,606	1	91,726	91,726	1	95,395	95,395
37	Program Management			1	132,618.00	132,618	1	137,923.00	137,923	1	143,439	143,439
38	**General Work Skills Administration Total**					**1,298,343**			**949,452**			**987,429**
39	**Work Skills Total**					**4,282,430**			**3,937,764**			**3,980,137**