

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

March 30, 2011

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B8200106
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Measurement Inc. 423 Morris Street Durham, NC 27701 Hscherich@measinc.com	TELEPHONE (919) 683-2413 Henry Scherich CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-0325 Angela Buren
Contract Compliance Inspector: Joseph Martineau (517) 241-4710 MEAP Administration Services – Department of Education	
CONTRACT PERIOD: From: March 5, 2008 To: January 31, 2013	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective April 30, 2011, the State hereby exercises the remaining one year and nine months of two, one-year options on this Contract. The revised Contract expiration date is January 31, 2013.

Additionally, funds in the amount of \$28,007,000.00 are hereby ADDED to this Contract.

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

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

AUTHORITY/REASON:

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

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$68,847,742.00

Contract No. 071B8200106
Change Notice No. 3
Signature Block

FOR THE CONTRACTOR:

Measurement, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Natalie Spaniolo, Acting Director

Name/Title

DTMB-Purchasing Operations

Division

Date

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

January 26, 2011

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B8200106
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Measurement Inc. 423 Morris Street Durham, NC 27701 Hscherich@measinc.com	TELEPHONE (919) 683-2413 Henry Scherich
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1080 Melissa Castro
Contract Compliance Inspector: Joseph Martineau (517) 241-4710 MEAP Administration Services – Department of Education	
CONTRACT PERIOD: From: March 5, 2008 To: April 30, 2011	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective January 31, 2011, this Contract is hereby EXTENDED for three months. The revised Contract expiration date is April 30, 2011.

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

AUTHORITY/REASON:

Per agency request and DTMB/Purchasing Operations' approval.

ESTIMATED CONTRACT VALUE REMAINS: \$40,840,742.00

FOR THE CONTRACTOR:

Measurement, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Anthony J. DesChenes

Name

Acting Director, Purchasing Operations

Title/Division

Date

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

June 3, 2008

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B8200106
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Measurement Inc. 423 Morris Street Durham, NC 27701 Hscherich@measinc.com	TELEPHONE (919) 683-2413 Henry Scherich
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1080 Melissa Castro
Contract Compliance Inspector: Joseph Martineau (517) 241-4710 MEAP Administration Services – Department of Education	
CONTRACT PERIOD: From: March 5, 2008 To: January 31, 2011	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

The following is hereby incorporated into this Contract:

Line item #26 and #195 of the Pricing List may be used by Measurement, Inc. to bill MDE for the actual costs incurred for providing intermittent contractual staffing at the discretion and selection of the State's CCI; and also, at the CCI's discretion and selection, various actual costs related to improving of staff and working with other states to share information to improve similar state testing programs. All costs will be directly related to the MEAP program.

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

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: **\$40,840,742.00**

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

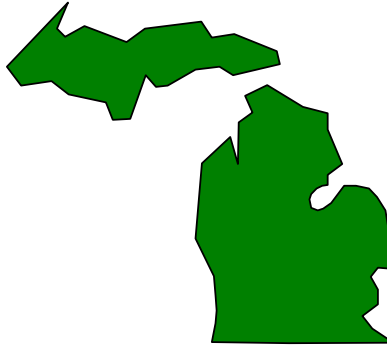
March 13, 2008

NOTICE
TO
CONTRACT NO. 071B8200106
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Measurement Inc. 423 Morris Street Durham, NC 27701 Hscherich@measinc.com	TELEPHONE (919) 683-2413 Henry Scherich
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1080 Melissa Castro
Contract Compliance Inspector: Joseph Martineau (517) 241-4710 MEAP Administration Services – Department of Education	
CONTRACT PERIOD: From: March 5, 2008 To: January 31, 2011	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Current Approved Spend Limit: **\$40,840,742.00**

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



STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. 071B8200106
MEAP Printing, Distribution, Scoring, and Reporting

Buyer Name: Melissa Castro, CPPB
Telephone Number: 517-373-1080
E-Mail Address: castrom@michigan.gov



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Glossary

Term	Definition
Administration Contractor	Contractor(s) awarded this contract. Referred to generically as the Administration Contractor.
AERA	American Educational Research Association
Answer Document	A multi-sheet document upon which students record their responses to an assessment
Answer sheet	A single-sheet document upon which students record their responses to an assessment
APA	American Psychological Association
APH	American Printing House for the Blind
Assessment Coordinator	School or District Coordinator for OEAA assessments. This is the person designated as the primary person responsible for the receipt, administration, and return of the assessments at the school or district level.
Assessment window	The span of days over which assessments are administered to students. In other words, that dates students actually sit for the assessments.
Assessment cycle	All tasks related to the development, duplication, distribution, retrieving, scanning, scoring, processing, and reporting of results for one Assessment window.
ASWDP	Assessments for Students With Disabilities Program
AUEN	Addressing the Unique Educational Needs of Students with Disabilities
AYP	Adequate Yearly Progress
BSC	Bias/sensitivity committee
CAC	Content advisory committee
CEPI	State of Michigan, Center for Educational Performance Information
Contract Compliance Inspector	The designated primary OEAA contact to determine appropriate course of action for contractual matters.
Core GLCE	A GLCE that measures an essential skill/content area
Core items	Items measuring core GLCEs. Core items appear on every form of a given grade-level assessment
Core replacement items	Pilot items designed to measuring core, extended core, or future core GLCEs. Core replacement items are embedded in operational assessments for replacing operational items in later years
DBA	Database Administrator
Demographics	Personal characteristics of students
Department	Department of Education, OEAA
Development Contractor	The MEAP item and test Development Contractor selected using a separate RFP.
Development Contractor Item Banking System	A software system of the Development Contractor for tracking items, their properties, and performance through the development, pilot testing, field testing, revision, and operational assessments on multiple assessment forms. OEAA will have direct access to this item banking system and will continue to have access to this item banking system on site (at OEAA) after the end of the period specified by this RFP. The Administration Contractor will not have access to this item banking software system.
DIT	State of Michigan, Department of Information Technology
DMB	Michigan Department of Management and Budget
EDT	Eastern Daylight Time
EducationYes!	Michigan's Accreditation and Accountability System
ELA	English Language Arts (reading, writing, and listening)
ELL	English Language Learner
ELPA	Michigan's English Language Proficiency Assessment
ESEA	Elementary and Secondary Education Act
ESL	English as a Second Language
EST	Eastern Standard Time
ETS	Educational Testing Service
Extended core GLCE	A GLCE that measures a fine-grained skill/content area



Extended core items	Items measuring extended core GLCEs. Extended core items appear matrixed throughout all of the forms of a given grade-level assessment.
Field test items	See Core replacement items
Future core GLCE	A GLCE that measures a skill/content area that appears one or more grade levels below the grade in which it is currently taught
Future core items	Items measuring future core GLCEs. Future core items appear matrixed throughout all of the forms of a given grade-level assessment.
GLCE	Grade Level Content Expectation
IDEA	Individuals with Disabilities Education Act of 1997
IEP	Individualized Education Plan
ISD	Intermediate School District
IT	Information Technology
Item Bank	The collection of assessment items under development and/or available for use in operational assessments
LEA	Local Education Agency
LEP	Limited English Proficient
MDE	Michigan Department of Education
MEAP	Michigan Educational Assessment Program
MEAS	Michigan Educational Assessment System
MI-Access	Michigan's alternate assessment for students with disabilities
NAEP	National Assessment of Educational Progress
NCLB	The Federal No Child Left Behind legislation of 2001, also known as the ESEA 2001 reauthorization.
NCME	National Council on Measurement in Education
OEAA	Michigan Office of Educational Assessment and Accountability
Pre-ID	Pre-identification of which students in each school will take which assessments with which accommodations
RFP	Request for Proposal
SBE	State Board of Education
Section 504	The United States Department of Health and Human Services section of the Rehabilitation Act of 1973 for access to <i>free and appropriate public education</i> for individuals with disabilities.
Strand	A sub-content area (e.g. within reading or math)
TAC	Technical Advisory Committee
UIC	Unique Identification Code (provided by CEPI)
USED or USDOE	United States Department of Education

**Article 1 – Statement of Work (SOW)****1.0 Project Identification****1.001 Project Request**

The purpose of this Contract is to provide the materials and processes to administer grade 3-9 annual general education assessments for the Michigan Department of Education (MDE) Office of Educational Assessment and Accountability (OEAA) for all assessment cycles as described in the RFP for the school years 2008-2009, 2009-2010, and 2010-11. The Contractor will assist the MDE in carrying out the tasks necessary to administer the Michigan Educational Assessment Program (MEAP) in mathematics, English Language Arts (ELA, comprised of separate reading and writing assessments), science, and social studies to students in grades 3-9, to score the assessments, and to report assessment information to various interested parties. This Contract covers the administration, scoring, and reporting of MEAP, as well as coordination with the MEAP assessment Development Contractor. This Contract does not cover any activities related to MI-Access, MME, or ELPA.

The Administration Contractor will provide the primary tasks listed in this Contract, as well as all supporting tasks. The main supporting tasks, with the assumption that quality processes exist throughout, include

- (1) creation of an approved schedule for assessment administration, scheduling all tasks, subtasks, and activities to be conducted;
- (2) establishment and implementation of a standard-setting process when needed;
- (3) development and maintenance of information technology modules (as described below);
- (4) receive (from Development Contractor) and print all non-accommodated versions of camera-ready assessment documents;
- (5) development and reproduction of all accommodated versions of camera-ready assessment documents, including Braille and enlarge print versions, audio and video accommodations;
- (6) development and reproduction of all ancillary assessment materials, including answer documents, assessment manuals, overlays, and etc...;
- (7) have and use a system that tracks the shipment of all materials and ensures the return of all materials that either have assessment items or could potentially contain student information (i.e. assessment booklets, answer documents, audio and video accommodations, etc...);
- (8) distribution of all assessment materials;
- (9) receive and process of all assessment documents;
- (10) scan answer documents;
- (11) score student responses (multiple-choice and open-ended or constructed response);
- (12) psychometric analysis of student responses;
- (13) analyze erasure patterns;
- (14) report student results;
- (15) create an item data file;
- (16) create a student data file (including erasure and field test data);
- (17) create an aggregate data file (including rollups at group code, school, district, ISD, and state levels for all public schools, private schools, and public charter academies);
- (18) analyze the adequacy of scheduling, program management, materials printing, materials receipt, materials processing, scanning, scoring, and reporting with a focus on improving performance;
- (19) create a complete Contract Report for each cycle (including a technical manual as well as process documentation, and recommendations for improving performance);
- (20) provide documentation of processes and electronic data management; and
- (21) on-line assessments for Social Studies and Science

Major technical and procedural issues inherent in the development of items and administration of the OEAA assessments must also be addressed with final policy decisions made by the OEAA.

Assessment administration includes printing of all assessment materials, as well as training of educators for assessment administration, packaging, distribution and retrieval of assessment materials, and security measures at all stages of tasks performed by the Administration Contractor. Scoring, analysis, documentation and electronic data management of items, forms, scoring elements for reporting purposes, and reporting of results are all components of assessment administration.

Note: Throughout this Contract, where district(s) is mentioned the task shall also apply to charter and non-public schools.



1.002 Background

OEAA is responsible for the development, administration, scoring, and reporting of all statewide educational assessment programs for K-12 students, including

- (1) The Michigan Educational Assessment Program (MEAP),
- (2) MI-Access, Michigan's Alternate Assessment Program, and
- (3) The Michigan English Language Proficiency Assessment (ELPA) for English language learners (ELL).
- (4) The Michigan Merit Examination (MME) for Michigan High School Students.

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

- (1) The State of Michigan's EducationYes! school accreditation system;
- (2) The Federal No Child Left Behind (NCLB) accountability system;
- (3) The Federal Individuals with Disabilities Education Act (IDEA);
- (4) Section 504 of the Federal Rehabilitation Act;
- (5) Special reports for legislators, educators and other stakeholders;
- (6) Data for Michigan Department of Education programs, and other state agencies; and
- (7) External research requests.

The visibility and high-stakes nature of the OEAA assessment and reporting activities necessitate exacting timelines that allow for no deviations in procedures or delays in timelines for either the assessment development or assessment administration activities.

The Michigan Educational Assessment Program

The Michigan Educational Assessment Program (MEAP) is a statewide assessment program initiated by the State Board of Education in 1969, subsequently mandated by the Michigan legislature in 1970, supported by the Governor, and funded by the legislature. The program's purpose is to provide information on the status and progress of Michigan education in specified content areas to the Michigan students, parents, teachers, and other Michigan citizens, so that individual students are helped to achieve the skills that they have missed and educators can use the results to review and make improvements to the school's instructional program across grade levels. The MEAP is administered in mathematics, English language arts (ELA, which includes reading, writing and listening), science, and social studies to students at the elementary and middle school levels. In Spring 2007 the High School MEAP was replaced by the Michigan Merit Examination, which is administered under a separate contract.

With the current program, all public school districts are required to assess students in Grades 3-9. There are 57 intermediate school districts in Michigan containing more than 550 public school districts, approximately 4,500 school buildings, and approximately 125,000 students per grade. Public school academies (charter schools) are also required to administer the MEAP assessments. There are approximately 190 public school academies in the state. The State's approximately 2,200 home school students must also be given an opportunity to be assessed at their local public school district. The MEAP assessments are administered to all eligible students, including those with exceptional needs and English language learners.

The MEAP assessments are also provided on an optional basis to nonpublic schools, including approximately 1,100 buildings, and between 10,000 and 16,000 students per grade.

The State of Michigan has adopted accreditation and school accountability requirements (EducationYES!) that use results from the MEAP assessments as the key measure of student learning and school success. Michigan uses MEAP achievement (and progress) data in combination with other important information to provide report cards to districts and schools. These are reported to the public and used in a variety of ways to hold schools accountable, help schools improve, and help parents make good decisions about their children's education.

The Federal No Child Left Behind (NCLB) legislation of 2001 (a.k.a. the Elementary and Secondary Education Act) has been embraced by the State of Michigan. The State is addressing the implications in this law using the MEAP assessments as the principal measures of student learning. Michigan will implement assessments at all grades and subjects required by this law and report results to schools and the public consistent with the requirements of this law.



Currently there are task forces working on social studies and science curriculum issues that may affect future assessments in these content areas. The social studies task force is considering establishment of grade level content expectations (GLCEs) while assessing students after the end of elementary school (October of the 6th grade) and at the end of middle school (October of the 9th grade). The task force may complete its work during the period covered by this Contract. Adjustments would be made to the test designs and specifications following approval of the recommendations. Performance level cut scores would need to be reset if and when such changes are made.

The Science task force is similarly considering revisions to the curriculum and test design. Although it is not likely to develop GLCEs, the task force is expected to streamline the curriculum from the current 65+ benchmarks. The task force may complete its work during the period covered by this Contract. Adjustments would be made to the test designs and specifications following approval of the recommendations. Performance level cut scores would need to be reset if and when such changes are made.

In 2007-2008 and subsequent years, the MEAP will include the administration of:

- English Language Arts (ELA) assessments in grades 3 through 8. Reading and writing are each scaled separately, and have separate cut scores. The overall ELA scale and cut scores are a weighted combination of the Reading and Writing scales and cut scores.
- Mathematics assessments in grades 3 through 8.
- Science assessments at grades 5 and 8.
- Social Studies assessments at grades 6 and 9.

1.1 Scope of Work and Deliverables

1.101 In Scope

The following pertains to all assessments related to this Contract:

- Maintain assessment cycle schedules and timelines approved by OEAA to meet the deliverables described in section 1.104 for the MEAP.
- Provide an electronic document management site, to securely transfer and maintain assessment related documents.
- Coordinate with OEAA to design scoring system(s).
- Prepare Braille and enlarged versions of one form of each test booklet
- Obtain rulers and protractors.
- Prepare a reader script for one (1) form of each test booklet in English, Spanish and Arabic.
- Duplicate all assessment materials required by section 1.104 to the specification illustrated in all relevant appendices and/or as amended by the OEAA Contract Compliance Inspector based on the final design of each assessment and cycle from the OEAA assessment development staff.
- Coordinate the item bank with the Development Contractor.
- Maintain an electronic database system to track item performance on field and operational assessment items. The Administration Contractor must be capable of extracting necessary information from this electronic database to provide to OEAA and the Development Contractor for the Development Contractor's item banking system.
- Transfer form and item performance data from field tests and operational assessments to the Development Contractor to update the Development Contractor's item banking system.
- Supply the Development Contractor with answer folder designs.
- Use the technical environment described in section 1.103 and coordinate with its own technical environment, to pre-identify **all** student answer documents for each assessment, or provide pre-printed barcode labels.
- Provide, perform, and accurately track the delivery and retrieval of all assessment materials (including reports) to and from the Administration Contractor, OEAA, schools and/or districts.
- Scan all answer documents.
- Provide and perform accurate machine- and hand-scoring services.
- Work with OEAA staff to create and produce accurate assessment results reports both electronically and in hardcopy.
- Allow for school and district updates to student demographics, school codes, and duplications at both pre- and post-initial report.



- Work with OEAA and the Development Contractor staff to transfer item, student, and report data at agreed upon times throughout each cycle.
- Conduct range-finding sessions to prepare the scoring rubrics for constructed response items on assessments in coordination with OEAA staff.
- Comply with all federal and state laws. Including but not limited to the Individuals with Disabilities Education Act (IDEA), Elementary and Secondary Act of 2001 (a.k.a. No Child Left Behind - NCLB), and the Americans with Disabilities Act (ADA).
- Provide on-line assessments for social studies and science.

1.102 Out of Scope

The following tasks are considered outside the scope of this Contract:

- The administration of any assessment that is not part of the grade 3-9 MEAP battery.
- The development of assessment items.
- The development of test forms, except for the coordination of the grade 3 form design with the Development Contractor.
- Research of content of assessment items and passages.
- The development of the Development Contractor's item banking software system (the responsibility of the Development Contractor).
- Access to the Development Contractor's item banking software system (the responsibility of the Development Contractor and OEAA).
- Update of the Development Contractor's item banking software (the responsibility of the Development Contractor and OEAA)

1.103 Environment

This section addresses the information technology environment requirements of this Contract.

Electronic documentation shall be provided by the Administration Contractor using the Microsoft Office suite (XP version) unless otherwise agreed to by the Contract Compliance Inspector (CCI).

The Administration Contractor shall provide a toll-free telephone number for State staff, the Administration Contractor, committee and team members, school districts' staff, and other stakeholders to use to communicate with the Administration Contractor and their staff. See section 1.104.I for specific call center requirements.

1.104 Work and Deliverable

The MEAP Administration Contractor shall provide services and staff, and otherwise do all things necessary for, or incidental to, the performance of work within the timelines as set forth within this Contract.

1.104.A General Description of MEAP Assessments

The following is a general description of OEAA assessments and their properties with which the Administration Contractor will be expected to comply:

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

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



Assessment administration of the Grade 3-9 MEAP occurs once each school year. OEAA's goal is to return results back to school systems shortly after each assessment. The Grade 3-9 MEAP is administered annually in the fall (the second through fourth weeks of October), with results to be returned no later than December 10.

Almost all MEAP assessments consist of multiple-choice and constructed-response items. The assessment design for each MEAP assessment is shown in Appendix A. This includes the numbers and types of items for each current or planned assessment.

New operational assessments for mathematics and ELA (reading, writing, and listening) are developed annually for grades 3-8. These assessments contain linking items to equate the future instruments to current forms. The linking of score scales from one (1) year to the next is achieved by using field test items that are embedded in each operational assessment form for all assessments (see above) and used in future assessment cycles.

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

Mathematics

For each elementary and middle school grade, the MEAP mathematics assessments will be comprised of a Core set of measures of approximately 24 Grade Level Content Expectations (GLCEs) with three multiple choice items or one constructed-response item per GLCE. In addition, matrix sampling of items will be used to

- 1) replace the core items in subsequent years and to link future scores to the current score scale ("field test" or "replacement core" items),
- 2) extend the range of the Core items ("extended core" items),
- 3) assess skills that will become part of the Core assessment at some point in the future (e.g., 2010; "future core" items), and

English Language Arts (ELA)

In ELA, the reading assessments will consist of authentic texts and accompanying multiple-choice comprehension items. Students will be asked to read independent informational and narrative texts, as well as a pair of texts for assessing cross-text skills using both multiple choice and one (1) constructed response item. The ELA assessments are based on the comprehensive set of GLCEs approved by the State Board, although the actual GLCEs assessed in each strand of a given assessment will depend on the passages used in the reading component. In the writing component, students will be asked to provide two constructed responses to prompts, including one short response and one longer response. They will also be asked to respond to 10 multiple-choice items to edit a piece of student writing.

It is the intent of OEAA to release the operational items each year, replacing them with field tested items linked to the existing score scales via matrix sampling. Multiple forms of the assessment, varying only in the matrix items contained in each, will be used for all grade 3-9 assessments in Mathematics, Language Arts, Science, and Social Studies.

The "replacement core" matrix items (field-tested items) that replace the Core items will be placed on the same scale as the Core assessment so that the Core assessment will be equated from year-to-year. The Core items will be used to produce the individual student scores used for reporting back to educators and parents, as well as for NCLB Adequate Yearly Progress (AYP) purposes, IDEA reporting requirements, and for EducationYes! accreditation and accountability reports. The "extended core" matrix items will be used in computation of the school and district results, so as to cover essentially all of the assessable GLCEs per content area. The "future core" matrix items will be reported as individual assessment items and skills on school and district reports, but not included in school or district summaries.

Science

In Science, the elementary and middle school MEAP currently tests content across the five (5) strands of the Michigan Science Curriculum Framework (adopted Summer, 2000). The strands are Constructing New Scientific Knowledge, Reflecting on Scientific Knowledge, Using Life Science Knowledge, Using Physical Science Knowledge, and Using Earth Science Knowledge. The elementary school test has 43 items; 39 multiple choice and four (4) constructed response. The middle school test has 50 items; 46 multiple choice and four (4) constructed response. The multiple choice items can align to any strand; the constructed response items must align to Constructing New Scientific Knowledge or Reflecting on Scientific Knowledge.



Between December 2007 and June 2008 the Michigan State Board of Education is expected to adopt the Science Content Expectations which will replace the Michigan Science Curriculum Framework. The new Science Content Expectations are expected to result in some changes to the Fall 2010 MEAP assessments. Since the development of the new framework is still underway as of the writing of this RFP, the full extent of the changes, and whether or not they will result in more or fewer test items, is currently undeterminable.

Social Studies

In Social Studies, the two (2) applicable grade level assessments (grades 6 and 9) consist of 45 multiple-choice (MC) items (plus 10 field test MC) and one (1) constructed response (CR) item (plus one (1) field test CR), for a total of 57 items. Although the grade 11 assessment shares the same structure, the grade 11 assessments are not part of this RFP. The Social Studies assessments include ten MC items for each of four strands from the Michigan Curriculum Framework: History, Geography, Civics/Government, and Economics; as well as five (5) MC items for the Inquiry strand. The CR item measures the Decision Making strand from the Michigan Curriculum Framework. Students are presented with a public policy issue and asked to "Take a Stand" on that issue, using information from data sets provided, and applying the Core Democratic Values from the Framework. Scores for the CR item are based on a rubric designed for each grade level of the assessment, 6th, 9th, and 11th. New Social Studies Grade Level Content Expectations (GLCEs) are currently (June 2007) under state wide review. A final GLCE document will be presented to the State Board in the summer of 2007. If approved, future items will be written to align with the GLCEs, versus the extant standards and benchmarks. The GLCEs may further require a revised or new Michigan Social Studies test design.

Emergency Forms

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

1.104.B Coordination with Development Contractors

During the contract period, the Administration Contractor will be responsible for coordinating with the current (or possibly different) Development Contractor selected using a separate RFP.

1. **General Coordination Responsibilities.** The Development Contractor and the Administration Contractor both have the responsibility for the grade 3 assessment booklet design as the grade 3 assessment is a machine-scannable booklet. Designs must be coordinated so that administration, scoring and reporting is reliable, accurate, and efficient. Designs must insure that administration by school personnel is realistic, and that costs are minimized. Final test maps are due to the Administration contractor within one week after the final Press Optimized PDF (POP) files are delivered.
2. **MEAP Coordination Responsibilities.** In the MEAP assessments, the items produced by the Development Contractor will undergo a final round of tryouts (called "field tests") before they are used in calculating student scores (called "operational assessments"). This round of tryouts is the only round of tryouts in which the Administration Contractor is involved. Small sets of new field test items measuring a few benchmarks will be embedded in each of the operational forms of the MEAP. These sets of items will be spiraled throughout the multiple forms in order to field test sufficient items to replace the core operational items in the future operational assessments. Where possible, the field test items will be interspersed throughout the test forms, and where necessary will be placed at the end of each section of the test forms.

The Development Contractor will provide a camera-ready copy of each assessment form, along with the items and associated statistics from the item bank, to the Administration Contractor. Camera-ready is the final (print-optimized) electronic or hardcopy version of the booklets that will be used for print production.



The Administration Contractor will administer the field test items with the operational assessment. The Administration Contractor will score the multiple choice field test items at the same time as the operational items. The Administration Contractor should also score short answer and extended response field test items at the same time as scoring the operational items and completing other time-urgent tasks. The Administration Contractor will complete all necessary analyses of the field test items to facilitate BSC/CAC review by the Development Contractor within two (2) weeks of finalizing item analyses of the field tested items.

To facilitate the work of the Development Contractor, the Administration Contractor must coordinate with the Development Contractor to familiarize each other with the assessment design, blueprints, assessment specifications and reporting requirements to ensure that each assessment is replicable from cycle to cycle without sampling benchmarks or expectations to assess; and that sufficient items are viable post-field testing to replace all Core items (which will be released). The Development Contractor and the Administration Contractor will need to carefully coordinate their work to ensure success on the timeline that exists.

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

3. Item Bank Coordination Responsibilities The Development Contractor is responsible for providing an item banking software system to be accessed directly by the Development Contractor and by OEAA. The Administration Contractor will have no responsibility for maintaining or accessing this software system. The Administration Contractor will be expected to have a suitable electronic database system of information on operational and field test items to track item characteristics and performance through field-testing and operational assessments. Neither OEAA nor the Development Contractor will have responsibility to access to the Administration Contractor's item banking system. However, the Administration Contractor must be capable of coordinating data exchanges with the Development Contractor to deliver updated performance statistics and review committee comments after operational assessments to the Development Contractor to update the Development Contractor's item banking system. The Contractor will operate a parallel item tracking system to manage field test and other data for all items.

See section 1.104.E regarding early item check and item analyses.

It shall be known that all assessment items used for the MEAP (MEAP Items) are the property of the Michigan Department of Education. Both the Development Contractor and Administration Contractors must demonstrate their security processes to prevent misuse or unauthorized access to the items while in their possession and during transfers.

1.104.C General Administration Tasks

The following is an analysis of the major tasks involved in developing the end products of this project, relating to MEAP. The Administration Contractor is not, however, constrained from supplementing this listing with additional steps, subtasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

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

- (1) establishing and implementing a standard-setting process when needed;
- (2) layout, proofing, and printing of all assessment documents;
- (3) providing a secure, efficient and accountable process for the distribution and retrieval of the assessment materials;
- (4) scanning answer documents;
- (5) scoring student responses;
- (6) reporting student results;
- (7) creating a schedule for assessment administration, scheduling all tasks, subtasks, and activities to be conducted; and
- (8) providing documentation and electronic data management.



Major technical and procedural issues inherent in the administration of the MEAP must also be addressed with final policy decisions made by the OEAA.

Standard requirements for range-finding, item review, scanning, and hand-scoring are presented following the specific listing of all tasks for the MEAP cycles (Fall Grade 3-9 MEAP).

Electronic Document Management

The Administration Contractor shall provide and maintain an electronic document management site with nightly backup, like a FTP site. This site shall be used to securely transfer and maintain electronic documents and files related to the MEAP assessments. Security to access this site should only allow key Administration Contractor and OEAA staff. The OEAA Contract Compliance Inspector reserves the right to have any individual's user identification code removed. The OEAA Contract Compliance Inspector shall be provided a complete listing of all user identification codes that have access to this site on a periodic or upon request basis – with a minimum of once before any files or documents are posted plus once per year thereafter. No more than one (1) individual shall be assigned to each user identification code. Each user identification code shall be passcode restricted. See section 1.104.M for Security Requirements.

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

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

1.104.D Specific Grade 3-9 Fall MEAP Assessment Administration Tasks

The Administration Contractor must address all the subtasks and activities specified. This listing addresses only the 2008/2009 test cycle. The Administration Contractor may assume that unless specified, later test cycles will follow a similar calendar.

- 1) Participate in Project Kick-Off Meeting (March 3-4, 2008):
Key staff of the Administration Contractor, OEAA, and Subcontractors (if used) will meet for two (2) to three (3) days to review project plans, schedules, and activities. The goal is to organize all parties to produce the materials needed for the Fall 2008 grade 3-9 MEAP administration.

The Administration Contractor will update the electronic project schedule (in MS Project or similar format) as needed, and will document the initial meeting.

An action item from this meeting shall be the production of an OEAA approved baseline schedule conforming to the requirements set forth in section 1.301 within one month of the Project Kick-Off meeting.

- 2) Finalize Assessment Administration Plans (March 10, 2008):
The Administration Contractor must provide a plan to develop the materials needed to administer, score, and report the Fall 2008 Grade 3-9 MEAP at the appropriate date. This will include, as a minimum, a detailed electronic project schedule, along with appropriate psychometric design, to assure that the assessments will produce accurate and sound information about students and schools.
- 3) Coordination of Assessment Design and Content (March 17 – April 29, 2008):
Tasks 3a-j are cyclical in nature with the form 1s from each grade and subject being provided first then all grade 3 machine-scannable forms and then the rest of the grade and subject forms.
 - a) OEAA, the Development Contractor, and the Administration Contractor resolve outstanding assessment design and layout issues (March 17-20, 2008).



- b) Development Contractor delivers operational and field-test items packaged by form to OEAA (April 1, 2008): The Development Contractor will work with OEAA to select operational and field-test items to develop each form. The Development Contractor will then package those items into a booklet for each form. While the packaging of Mathematics, Science, and Social Studies items is relatively straightforward, the ELA (reading, writing, and listening) assessments contain a variety of different item types (varying from multiple-choice items for stand-alone passages to extended constructed-response essays) and the packaging may be more complicated.
 - c) Coordinated Review of Draft Field Test Forms Booklets (April 2-4, 2008): The OEAA staff assigned to the content area will review the field test forms put together by the Development Contractor and suggest any changes to the items selected or how they are packaged. The Development Contractors will be involved in the review.
 - d) Development Contractor Makes Final Changes to Draft Test Forms (April 2-4, 2008): The Development Contractor will make any needed changes to the test forms, substituting field test items for those identified or repackaging the items, as determined by OEAA staff.
 - e) Development Contractor Desktop Publishes Test Forms (April 7-14, 2008): The Development Contractor uses the final format specifications provided by the Administration Contractor to desktop publish the test forms.
 - f) Proof of Test Forms by the Development Contractor and OEAA (April 14-18, 2008): The Development Contractor will proof each test form, checking for spelling, grammar, usage, correct answer, correct coding to GLCEs, correct item numbering, and so forth. Proofing will include Development Contractor and OEAA staff not familiar with the field test items being reviewed. Any needed changes will be summarized for later use. OEAA reviews will be summarized and sent to the Development Contractor.
 - g) Development Contractor makes final corrections (April 21-23, 2008): The Development Contractor will make any corrections uncovered in the reviews.
 - h) Development Contractor provides final copy to OEAA (April 25, 2008): The Development Contractor provides final copy to the OEAA to verify that the needed changes have been made. The Development Contractor is also responsible for updating the item bank software system with any changes made to items by this date.
 - i) Final adjustments (April 28, 2008): OEAA verifies that the needed changes have been made. The Development Contractor is also responsible for updating the item banking software system with any changes made to items at this stage.
 - j) Final handoff to the Administration Contractor (April 29, 2008): The Development Contractor finalizes updates to the item bank with any changes made to items in the previous sub-task of this section, and provides final copy of each of the test forms to the Administration Contractor. Final copy is defined as either hardcopy or electronic versions of the test forms that can be used by the Administration Contractor to conduct print production. Whether the format is hardcopy or electronic copy is the prerogative of the Administration Contractor. Note that the Administration Contractor may prefer to receive the camera-ready test forms in an electronic format such as Quark, MS Word or Adobe PDF rather than in hardcopy.
- 4) Develop Answer and Other Scannable Documents (April 4-June 6, 2008):
The Contractor will provide answer documents printed with unique lithocodes on each sheet that are both scannable and human-readable. Additionally, the range of lithocode numbers is unique across all content areas and grades for each administration, ensuring that documents are processed properly with the other answer documents for that grade and content area. Each answer document page also contains a unique scannable form identifier that specifies both the page and document type. For instance, the form identifier would indicate: page 3, grade 8, math, spring 2008. The ability to identify each page is important since multi-page answer documents are cut and separated into single pages for processing. Together, the lithocodes and page identifiers provide positive visual and electronic identification for every single page of an answer document.



This ensures that the integrity of the entire answer document and its corresponding data is maintained during the scanning and scoring process, resulting in error-free data for the associated student.

Answer documents (including scannable booklets) must provide age- and task-appropriate space for responding to the written-response questions, and all pages must be linked physically and by identifiers (e.g. litho codes). Answer documents must also provide space to collect demographic and identification data, a handwriting sample (signature) suitable for use in conducting security investigations, assessment date, 4-digit numerical bubble field as an optional classroom/instructional group reporting field, and a 10-digit assessment identification number for use with newly enrolled students who have not been assigned a Unique Identification Code (UIC) through the Single Record Student Data (SRSD) system that is being created through the Center for Educational Performance and Information (CEPI). Space must also be provided for a bar-code label that will be generated for students.

Grade 3

The Administration Contractor will develop machine-scannable assessment booklets for the assessment of third graders in Mathematics and ELA. The goal is to develop these materials to facilitate the assessment of these young students in the most positive manner possible. This means making sure that page layouts are open (not crowded), logically organized, and flow smoothly from one (1) assessment item to another. These assessments will be almost exclusively multiple-choice (the exception being one or two short writing tasks with the ELA assessments).

All Other Grades

For all other assessments, the Administration Contractor will develop answer documents to collect the multiple-choice and the constructed-response from the students. A separate answer document will be used for each content area (Mathematics, ELA, and Science and Social Studies). Each answer document should be printed in the color specific to the content area (e.g., green for Mathematics, brown for ELA, etc.).

In addition, the Administration Contractor will be responsible for providing needed header sheets, including a School and Grade Identification Sheet, and a Class/Group Identification Sheet. These will be used to facilitate the return of the assessment results to the appropriate schools and educators.

5) Develop a MEAP Coordinator Manual (April 4-30, 2008):

The Administration Contractor and OEAA staff will develop a generic MEAP Coordinator manual providing general directions and description of MEAP assessments where the information does not need to be specific to any testing cycle. It will contain general directions that apply to multiple cycles for the current academic year, addressing the receipt of assessment materials, storage of the materials prior to assessment (including descriptions of ethical and unethical pre-assessment, assessment, and post-assessment activities), ordering any needed extra materials, briefings for assessment administrators, monitoring assessment, the receipt of the materials after assessment, registration of students during the assessment window, the use of bar-coded labels and slip-sheets, the return of materials for scoring, and use of the secure website for downloading district results.

6) Develop MEAP Grade 3-9 Administration Manual (April 4-30, 2008):

The Administration Contractor and OEAA staff will develop an Administration Manual for the administration of the grade 3-9 MEAP by classroom teachers, counselors, or school administrators.

7) Develop Needed Accommodated Materials for the Assessment of Special Populations (June 6 – July 15, 2008):

For students with an Individualized Educational Program (IEP), student with a federal Section 504 Plan, and English Language Learners, the Contractor will develop accommodated versions of one (1) form for each grade and subject area assessed. This will include enlarged print and Braille versions of the assessments for students with visual impairment for all subject areas and grades assessed. Audio and video recorded versions of each assessment except English Language Arts, to be made available to districts in both cassette tape, CD-ROM, VHS and DVD formats. The latter should be tracked so as to permit students to easily navigate to re-listen to a prompt, a question, or the responses to the question without listening to the entire section all over again. See section 1.104.O for more details regarding accommodation materials.



The OEAA requires that the designated Contractor staff assigned to work with the production of accommodated materials has participated, within the past two years, or will participate in the American Printing House for the Blind (APH) "Accessible Tests Workshop" in order to become thoroughly familiar with APH guidelines for Braille and Enlarged print prior to the development of the accommodated materials. The APH certificate of completion is required.

8) Final Proofing of Assessment Materials (April 4-June 27, 2008):

The Administration Contractor and OEAA will proof each assessment booklet (including accommodated forms), checking for spelling, grammar, usage, correct answer, correct coding to GLCEs, correct item numbering, and so forth. The intent of this stage of proofing of test forms and answer keys is to ensure they are laid out as they were approved and provided by the Development Contractor. If errors or logic issues are discovered in the camera-ready test forms by the Administration Contractor then OEAA shall be notified immediately to decide corrective action. Proofing will include Administration Contractor and OEAA staff not familiar with the forms and items being reviewed. OEAA reviews will be summarized and sent to the Development Contractor, and the Development Contractor will make final changes to the assessment booklets. The MEAP coordinator manual, MEAP administration manual, and answer documents will undergo a similar proofing process where all changes will be the responsibility of the Administration Contractor. The Development Contractor's responsibilities for proofing will be completed at the final handoff of test booklets to the Administration Contractor.

The Administration Contractor shall not conduct research on the content validity of the items or passages. It is anticipated that only errors that are created by the Administration Contractor would be discovered in this proofing process. Errors or logic issues discovered from the Development Contractor's processes may require the removal or replacement of the item(s) or passages in the test form or a replacement of the whole form.

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

9) Conduct Final Range-Finding on Operational Constructed-Response Items Selected for the Assessments (three (2) days during June, 2008):

The Administration Contractor will conduct final range-finding on any constructed response items selected for the operational assessments. This round of range-finding will utilize 125 responses from the field testing tryout for each item representing the full range of responses. The 125 responses are to be selected by the Administration Contractor. The goal of this range-finding is to finalize the scoring rubrics. This information will then be used to train scorers. The range-finding will occur as generally specified in sections 1.104.F. Anchor papers from Field Testing will be provided by the previous vendor in collaboration with OEAA staff to the Contractor following the scoring and data analysis of field test items from the 2007 operational administration.

10) Print the Needed Assessment Materials (June 8 - September 2, 2008):

The Administration Contractor will print, reproduce, or duplicate the materials needed to administer grade 3-9 MEAP assessments, including all manuals, assessment booklets, answer folders, header sheets and other assessment materials according to the specifications in Appendices A and B.

11) Develop Packaging Lists (August 1-September 3, 2008):

The Administration Contractor will be developing a file of the quantities of materials to be sent to MEAP coordinators at each school district as described in section 1.104.L.

12) The Administration Contractor loads Pre-ID data (August 15, 2008):

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



- 13) Use Pre-ID File(s) to Pre-print Labels for Student Answer Documents (August 15-September 7, 2008):
The Administration Contractor will pre-print student demographic data on labels that can be used to apply to the answer documents and/or scannable test booklets using the Pre-ID data as described in section 1.104.K for Pre-ID site requirements.
- 14) Participate in Assessment Administration Briefings (September 10-September 21, 2008):
OEAA staff and staff of the Administration Contractor will jointly conduct MEAP assessment administration briefings around the state. OEAA staff will conduct up to 12 briefings in both the Lower Peninsula and the Upper Peninsula. The Administration Contractor should plan on participating in sessions in Wayne, Oakland, Macomb, Ingham, and Kent Counties, plus Detroit (three (3) days, morning and afternoon). OEAA staff will conduct the other sessions (Bay City, Grayling, Escanaba, Marquette, Kalamazoo, and Ann Arbor) by themselves.

The purpose of these briefings will be to review the procedures that the MEAP Coordinators need to carry out before, during, and after assessment, including their briefings on similar duties for School MEAP Coordinators and Assessment Administrators. The Administration Contractor will explain how materials are shipped to districts, how to order extra materials, how to get answers to assessment administration questions, and how to return the assessment materials after assessment.
- 15) Package Assessment Materials (September 10-19, 2008):
The Administration Contractor will package the assessment materials to be shipped to MEAP coordinators as described in section 1.104.L.
- 16) Ship Assessment Materials to District MEAP coordinators (September 19-21, 2008):
The Administration Contractor will ship the assessment materials to district or school MEAP coordinators as specified in section 1.104.L. (Materials must arrive at all Schools by September 24, 2008.) No school or district should receive any materials prior to the Monday of the third week before the beginning of the assessment window.
- 17) Distribute Assessment Materials to Schools (September 24 - 30, 2008):
The Administration Contractor will monitor the distribution of assessment materials to the schools by the district MEAP coordinators as specified in section 1.104.L.
- 18) Verify Accuracy of the Scanning, Scoring, and Reporting Systems Using a Test Deck (no later than October 1, 2008):
The Administration Contractor will demonstrate the accuracy of the pre-ID, labeling, slip-sheet, scanning, scoring, and reporting systems using a test deck as described in section 1.104.K.
- 19) Assessment (October 13 - 31, 2008):
Michigan schools will administer the MEAP assessments during this time period. A few districts may require a fourth week to complete assessment due to religious holidays. However, the majority of Michigan school systems will be able to complete the assessment process within this three (3) week window. Any school district that requires additional time will need to notify OEAA and receive permission from the Department to extend the assessment period.
- 20) Return of Assessment Materials to Contractor (October 15 – November 5, 2008):
The Administration Contractor will facilitate and monitor the return of assessment materials from schools to the Administration Contractor as specified in section 1.104.L.
- 21) Log-In of Assessment Materials (October 15-November 12, 2008):
The Administration Contractor will log in all assessment materials received from schools as specified in section 1.104.L.
- 22) Research Missing Materials (October 15-November 7, 2008):
Once a school or district has indicated they have shipped all their materials then the Administration Contractor will proactively review return and shipped materials logs to identify any missing materials then contact the school/district if any materials are determined to be missing. No later than one (1) week following the end of the assessment window the Administration Contractor shall also identify and contact all schools or districts that have not returned materials.



23) Scanning of Answer Documents (October 15-November 7, 2008):

The Administration Contractor will scan answer documents as specified in section 1.104.K.

24) Conduct Initial Range-finding on Field Test Items (October 22-29, 2008):

The Administration Contractor will conduct initial range-finding on the field test items included in the operational assessments in accordance with the responsibilities laid out in sections 1.104.F. This round of range-finding is to verify that all points are represented and the rubric is viable. Items may be discarded (or preferably sent back for editing) at this point if they are simply not working. ELA (response to reading and the two (2) writing tasks) and social studies have pre-established rubrics that are called for as part of the test design based on curriculum standards. Math and science have rubrics specific to the content tested that may vary depending on the item. The Administration Contractor will select approximately 25 sample responses for each item.

Range-finding for field test items can be based on responses obtained from pilot testing. However, if a pilot-tested item is modified prior to field testing, range-finding must be repeated using student responses from the field test of the modified item. Range-finding is held in the Lansing area. OEAA endeavors to carry out operational and field test CR range-finding during the summer (before school starts, so that teachers are more likely to be available). However, as mentioned above, if a post pilot CR is modified, field test range-finding would require student papers immediately after the Fall (elementary and middle school) testing window.

25) Hand-scoring of Operational and Field Test Constructed-Response Items (October 15-November 14, 2008):

The Administration Contractor will hand-score operational constructed-response items as specified in sections 1.104.G.

26) Update of Demographics Data (October 25-November 21, 2008):

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

27) Construct Final Student, School, and District Report Files with a Guide to Reports (October 30 – November 28, 2008):

The Administration Contractor will integrate the demographic updates and the edited files of student results to produce final reports, and a guide to interpreting the reports, as specified in section 1.104.K.

28) Provide Reports to OEAA as They Become Available (November 24-November 28, 2008):

As each district's reports are completed, the Administration Contractor will provide electronic reports as well as the Guide To Reports to OEAA for hosting on the OEAA secure website, as specified in section 1.104.K.3, and notify the district MEAP Coordinator of their availability.

29) Reports of Results Processed and Printed (November 26 – December 10, 2008):

The Administration Contractor will process and print all student, school, and district reports as specified in section 1.104.K.

30) Reports Shipped to School Districts (November 26 – December 10, 2008):

The Administration Contractor will ship reports to each district's MEAP Coordinator as specified in section 1.104.K.

31) Provide Updated Field Test Item Data with Statistics to the Development Contractor (December 23, 2008):

The Administration Contractor will prepare an electronic document linking field test items with the item codes provided by the Development Contractor and linking them to field test statistics as specified in section 1.104.B within 60 calendar days of the end of the testing window. This timeline is necessary to facilitate the development of the assessment documents for the next cycle.



- 32) Contract and Other Summary Reports Produced (December 1, 2008-February 15, 2009). The Administration Contractor will prepare a series of reports and analyses immediately following the public release of the statewide results for each assessment and testing cycle. See Contract Reports in section 1.104.Q.
- 33) Release Operational Items from Fall Cycle to the Public (January 10, 2009):
The Development Contractor will prepare for and release all operational items from the Fall grade 3-9 MEAP cycle to the public as specified in section 1.104.J.
- 34) Disposal of Test Booklets and Unused Materials (March 30, 2009):
The Administration Contractor must retain all assessment materials for at least 85 business days following the last date assessment results are provided to OEAA for hosting on the OEAA secure website. This allows districts sufficient time to dispute and Contractor staff to investigate any missing materials. Any unresolved missing material issues may extend this time. After the later of the 85 business days or resolution of missing materials issues then the Administration Contractor must request and obtain written approval from the OEAA Contract Compliance Inspector to dispose of the test booklets, ancillary materials and un-used answer documents. This does not pertain to the used answer documents.
- 35) Retention of Used Answer Documents (October 13, 2008 to October 31, 2013):
The Administration Contractor must retain all used answer documents and used scorable test booklets for at least five (5) years following the last date of the assessment window. The used answer documents must be stored in a climate and pest controlled, as well as secured, facility that will not allow for the premature degradation of the documents.

1.104.E Psychometric Models and Item Analyses

1) Psychometric Models for Scaling and Equating

The psychometric model currently used for the MEAP grade 3-9 assessments is the Rasch Partial Credit Model as implemented in Winsteps for all subjects except writing. The Generalized Partial Credit Model as implemented in Parscale is used for writing. OEAA may determine to use the Generalized Partial Credit Model for all subjects at the beginning of this contract or during this contract.

The equating design is a fully-pre-equated design in which all operational items have stable item statistics from large-scale field tests as items embedded in field test positions on operational assessments. Student scores are obtained by creating raw-to-scale score lookup tables in advance of receiving student data by using the fixed item parameters (e.g. b-values and step-values for the Rasch Partial Credit Model). Should a move to the 3-PL model be made, the scoring shall take place using software capable of taking fixed item parameters and estimating student achievement based on their item score patterns. The software used must be at least as accurate as Parscale and must provide estimates for all score patterns. Field-test calibrations are conducted by holding constant all operational item parameters at the pre-equated values, and allowing the field test item parameters to float in the calibration.

2) Early Item Check Analyses on Live Data

After receipt of a small amount of operational MC and CR data from scoring, defined as at least 5,000 students per operational item, a set of analyses shall be conducted to verify item keys and item quality. These analyses shall produce the following data for each item in an easily readable format:

- Adjusted p-values (the average score divided by the maximum possible score)
- Item standard deviation
- Frequencies
- Option frequencies (and percents) for MC items
- Score frequencies (and percents) for CR items
- Omit frequencies (and percents)
- Multiple mark frequencies (and percents)



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

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

3) Post Assessment Item Analyses

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

Scope of Item Analysis

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

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

Item Statistics to be Calculated

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

- *All students*
- *Gender*
 - Male
 - Female
- *Ethnicity*
 - Asian/Pacific Islander
 - African American
 - Hispanic
 - White
- *Limited English Proficiency Status*
 - No
 - Yes
- *Home language of LEP students*
 - Spanish
 - Arabic



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

- *All Standard Accommodations*
- *All Accommodations captured in the data with sufficient numbers for analysis, possibly including, but not limited to*
 - Enlarged print
 - Spanish translation
 - Arabic translation
 - English video
 - Extended time
 - Etcetera...

The classical item statistics to be calculated are the following:

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

The IRT item statistics to be calculated are the following:

- Item parameter estimates, including...
 - For the Rasch model
 - b-parameter (difficulty) estimates
 - step-parameter estimates (for CR items)
 - standard errors of all parameter estimates
 - flags for potentially poor items
 - Very low *b* estimates
 - Very high *b* estimates
 - Unexpected negative step parameter estimates
 - Very large step parameters estimates



- For 2-PL models
 - a-parameter (discrimination) estimates
 - b-parameter (difficulty) estimates
 - step-parameter estimates (for CR items)
 - standard errors of all parameter estimates
 - flags for potentially poor items
 - Very low *b* estimates
 - Very high *b* estimates
 - Unexpected negative step parameter estimates
 - Very large step parameters estimates
 - Negative or very low *a* estimates
 - Very high *a* estimates
- For 3-PL models
 - a-parameter (discrimination) estimates
 - b-parameter (difficulty) estimates
 - c-parameter (guessability/pseudo-guessing) estimates
 - step-parameter estimates (for CR items)
 - standard errors of all parameter estimates
 - flags for potentially poor items
 - Very low *b* estimates
 - Very high *b* estimates
 - Unexpected negative step parameter estimates
 - Very large step parameters estimates
 - Negative or very low *a* estimates
 - Very high *a* estimates
 - Very high *c* estimates
- Item fit estimates, including
 - For the Rasch model
 - Infit
 - Outfit
 - Infit flag for potentially poor items
 - Outfit flag for potentially poor items
 - For 2- and 3-PL models
 - Appropriate fit indices for 2- and/or 3-PL models
 - Fit flags for potentially poor items

Scale-referenced statistics to be calculated are the following:

- Decile mean theta scale points (mean thetas of deciles of the population of test takers on the overall theta scale, calculated by ordering **all** examinees on resulting thetas, dividing the examinee population into 10 equal groups, and calculating the median theta for each of the 10 groups.
- Conditional item mean by decile and overall group
- Conditional item means by decile and subgroup (for creating empirical Item Characteristic Curves by subgroup based on mean thetas for each population-defined decile). **To be provided only for embedded field test items.**

1.104.F Responsibilities for Specific Meetings

1) *General Meeting Responsibilities*

General meeting responsibilities of the Administration Contractor:

- a) make all arrangements for the meetings, including developing an agenda, securing the meeting location, and paying for meeting expenses with approval of meeting arrangements by OEAA
- b) recruit potential participants in coordination with OEAA, and with OEAA approval of potential participants
- c) formally invite potential participants, and verify their intent to attend
- d) make suitable lodging arrangements for participants traveling more than 50 miles



- e) pay participants' travel expenses at State rates
- f) keep records of participant attendance
- g) provide either reimbursement of district substitute teacher fees or a daily honorarium according to participant request (the daily honorarium is to be \$250 for standard-setting and range-finding participants)
- h) provide suitable (continental) breakfast, lunch, and snacks for all participants, including OEAA and Administration Contractor staff
- i) provide dinner reimbursement for those staying overnight
- j) train participants using OEAA-approved training materials
- k) prepare (in consultation with OEAA staff) all materials needed by the committee participants to perform their tasks
- l) conduct meetings according to OEAA-approved protocols
- m) provide sufficient experienced staff in coordination with OEAA to facilitate and monitor each large-group and break-out session
- n) provide for appropriate security of the OEAA assessment data and items
- o) administer security agreements for participants, and monitor compliance with those agreements
- p) record the proceedings of the meetings and send records to OEAA.

The Administration Contractor will be responsible for all reasonable travel and lodging costs of OEAA staff related to Administration Contractor activities where OEAA staff need to be present. At no point shall the Administration Contractor directly make payment or reimburse to any MDE employee, unless directed to do so in writing by the OEAA Contract Compliance Inspector.

2) Management Meetings

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

Each assessment cycle is treated as a project. Before any work commences for a specific assessment cycle there shall be an in-person meeting (also called "kick-off meeting") to plan and review all tasks and timelines. A baselined schedule shall be produced within four (4) weeks of the kick-off meeting for measuring performance against established timelines. See section 1.301.

For all management meetings the Administration Contractor shall be responsible for preparing the agenda, meeting room arrangements, travel and lodging, and contacting participants. At no point shall the Administration Contractor directly reimburse any MDE or OEAA employee, unless directed to do so in writing from the OEAA Contract Compliance Inspector.

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

3) Bias/Sensitivity Committee (BSC) / Content Advisory Committee (CAC) Meetings

BSC and CAC review assessment items and their statistics to determine if they are of good quality to be used for either field test or operational assessments. All of the responsibilities listed in section 1.104.F.1 in regards to the BSC and CAC meetings are that of OEAA and the Development Contractor – except for the transfer of field test data to the Development Contractor in a mutually agreed upon format. The Administration Contractor needs to be aware that these meetings are an integral part of item development but their staff will not need to attend these meetings.

It is imperative that the Administration Contractor submit the scored field test data to OEAA no later than the first work day following 60 calendar days following the last date of the test administration window.

**4) Technical Advisory Committee (TAC) Meetings**

The TAC is a panel of seven (7) nationally-recognized assessment experts that provide advice to OEAA on complex assessment related issues. The TAC meetings are conducted and coordinated by OEAA. They are typically convened four (4) times per year and last up to two (2) days each. Since most of the meetings tend to address assessment administration topics, by invitation, OEAA may request the presence of two (2) representatives from the Administration Contractors staff. Therefore, for budget purposes the Administration Contractor should plan on sending two (2) staff four (4) times per year.

5) Rangefinding Meetings

In coordination with OEAA staff, the Administration Contractor will conduct range-finding sessions to prepare the scoring rubrics for constructed response items on a MEAP. The Administration Contractor is responsible for all costs associated with range-finding, including:

- a) The range-finding committees for the MEAP assessment and content area (i.e., mathematics, science, reading/language arts, and social studies) and each prompt will be comprised of OEAA staff, Administration Contractor staff, and eight (8) to 10 Michigan teachers at the grade level of the students to be assessed. The range-finding committees will meet for not longer than three (3) days. The Administration Contractor will recruit and train active Michigan teachers from the subject and grade level tested to establish, via range-finding, the scoring rubrics for constructed response items on a MEAP assessment.
- b) The Administration Contractor must plan on range-finding immediately following the administered assessment.
- c) In preparation for range-finding, the Administration Contractor will work with OEAA staff to identify a selection of schools/districts in order to ensure that papers selected for rangefinding represent the full range of student achievement as well as provide exemplar reader-training papers. The Administration Contractor will make copies of all range-finding papers needed by the range-finding committee members to prepare scoring rubrics for the assessment items.
- d) The Administration Contractor will ensure that assessment items, student responses and scoring rubrics remain secure during and after the range-finding session.
- e) Range-finding committee members should be trained using anchor papers from previous assessments or previous field tests (current Administration Contractors). In the first year covered by this Contract, this will need to be coordinated with current Contractors for the MEAP programs
- f) As the final step in range-finding for the MEAP assessment the range-finding committees for each grade/assessment combination will reread all papers that have been grouped by the same score point to ensure consistency in applying the scoring guide.

Range-finding can take place in advance of testing, except for preparing scoring rubrics for field test items when the item has been modified post pilot. Range-finding on such modified items requires use of student responses from field test items given on Fall or Spring operational tests. When this latter situation occurs, range-finding needs to be carried out immediately following test administration as required in order to carry out post field test BRC and CAC on these CRs and in time to select among these CRs for preparation of the next operational tests.

6) Standard Setting

The Contractor should plan on conducting Standard Setting activities in science and social studies for the Fall 2009 MEAP test cycle. The Contractor is expected attend a meeting of stakeholders to occur over two (2) days to develop and finalize PLDs prior to standard setting.

Standard setting shall be the responsibility of the Administration Contractor or of OEAA. The Contract includes pricing for the standard setting with the understanding that this is a line item that may be performed instead by the State of Michigan or by some other Contractor. It shall also be understood that standard setting activities may or may not occur during the duration of this Contract depending upon whether changes in content standards are sufficient to require rescaling the assessments and re-setting standards.

Since the implementation of NCLB, standards recommendation activities shall be conducted in multiple waves and methods to reduce the effects of individual agendas on the standards ultimately set for each subject and grade. The standard setting methods described here may be modified as needed by OEAA.

Some portions of the standard setting process shall be conducted before and/or during the assessment, and some shall be conducted after the assessments in the following manner:

a) Before the assessment

Before the assessment a large sample of teachers (e.g. the teachers of at least 20,000 students) shall be recruited to classify their students into the four (4) performance categories (Not proficient, partially proficient, proficient, and advanced) based upon definitions of those performance levels. These data will be captured for use in a contrasting groups method after the assessments are scored to produce a set of recommended cut scores.

b) After the assessment

The Administration Contractor will, as the student results are produced and returned to school districts, prepare the materials needed for another standards recommendation activity on the MEAP grade 3-9 assessments using a modified Body of Work method in which three exemplars of each raw score point are produced (with a booklet representing each multiple choice (MC) item in order of item difficulty with each MC item having the following data: (a) content standard (the text of the content standard(s) targeted by this item), (b) item response (the selected item response "A", "B", "C", "D"), (c) item score (the score on the item. "0" or "1"), (d) item descriptor (a brief description of the task required by the item), (e) selected item response description if an incorrect response was chosen (a brief description of the incorrect response selected if an incorrect response was selected). The MC items should be followed at the end of the booklet with any constructed response scores listed with the applicable portions of the rubric for the earned score point).

The first exemplar for each raw-score point shall be the observed score pattern earning the raw score point that best fits the chosen IRT response model. The second exemplar for each raw score point shall be the observed score pattern earning the raw score point that has the median fit to the chosen IRT response model. The third exemplar for each raw-score point shall be the observed score pattern earning the raw score that exhibits the poorest fit to the chosen IRT model.

In the standards recommendation activity, panelists will take the test and will become familiar with the current grade-level performance level descriptors (PLDs). Based upon their understanding of the PLDs, each panelist will sort each booklet into one of seven categories over three rounds:

- (1) not proficient
- (2) borderline not proficient OR partially proficient
- (3) partially proficient
- (4) borderline partially proficient OR proficient
- (5) proficient
- (6) borderline proficient OR advanced
- (7) advanced

The first round shall be conducted immediately following the activity in which the panelists discuss the PLDs. Feedback about each panelist's ratings will be shared with all panelists following the first round, and panelists will discuss the differences. The second round will then occur. Following the second round, the same information will be provided, as well as impact data, following which the panelists will hold another discussion. The third round will then be completed.

These procedures will be carried out for each grade, and vertical articulation procedures approved by OEAA shall be built into the activities to assure reasonable alignment of performance standards across grades.

A survey and analysis of all panelists' comfort with the process and their confidence in the recommended cut scores shall also be conducted.

It is anticipated that during the period of this Contract, standards will be set on science and social studies because new science and social studies content standards are being developed by the Michigan Department of Education.



This Contract includes pricing for standard setting in mathematics and English language arts (ELA) which is composed of two (2) separate subjects (reading and writing). It is not anticipated that standards will be reset in mathematics and ELA during the period of this Contract, but it is a possibility. OEAA anticipates two (2) panels of standard setters for each subject (reading, writing, mathematics, science and social studies).

c) After the standards recommendation activity

The large-scale contrasting groups and post-assessment modified body of work activities will result in five (5) sets of recommended cut scores as follows with tentative statistical methods of identifying cut scores.

Method	Cut score determination	Before Impact?	Cut score set
Large-Scale Contrasting Groups	Multinomial regression performance rating on scale score	logistic of level Yes (round 1)	1
Modified Body of Work	Multinomial regression performance rating on scale score for non-borderline groups	logistic of level Yes (round 2)	2
		No (round 3)	3
	Median scale of borderline groups	Yes (round 2)	4
		No (round 3)	5

The Administration Contractor will need to plan for a panel of standard-setters to work each content area (Mathematics, ELA, Science, and Social Studies) at each grade span (e.g. 3-5 and 6-8). This will result in convening two (2) panels for each content area.

The five (5) sets of recommended cut scores from the large-scale contrasting groups and modified body of work methods will be compiled for presentation in a comparative manner to OEAA's policy advisory committee for discussion and recommendations prior to being taken forward for recommendation to the State Superintendent of Public Instruction.

The Contractor will prepare the materials for all three (3) standards recommendation activities (the large-scale contrasting groups, the modified body of work, and the advisory committee discussion and adjudication). This includes making arrangements for the standard-setting meeting including the facilities, the invitation, and reimbursement procedures; on-site procedures for setting up, conducting, analyzing the standards set at each stage of the process, and tearing down after the meeting; and, the processes for summarizing the results of each panel, the manner in which standard-setting took place, and the satisfaction with the level of standards that were set. All standard-setting meetings should take place in the same week, although not necessarily on the same days.

The standard setting process is to be scripted, so that the panelists receive identical information regardless of which content area and grade level panel they are serving on. The script must be approved by OEAA staff and the OEAA Technical Advisory Committee (TAC). It will be followed as written during the sessions. All materials needed for standard setting must also be reviewed and approved in advance. The Administration Contractor will provide all materials for conducting the standard setting process.



In addition, the Administration Contractor must provide staff for and expertise in articulation of standards for all levels of each assessment. Articulation of standards should assure that comparisons among standards at the various grade levels of the assessment do not reveal inconsistencies that would contribute to systematic change in the classification of student performance from one (1) level of the assessment to another that is not attributable to (1) an actual change in performance level of the peer group (2) an actual change in relative performance level compared to peer group, or (3) a change performance correlated with changes in the content mix from one grade to the next. Articulation will be a part of both the standard setting process and the validation of the standards by all committees that subsequently review the standards. In addition, the articulation will include considerations of current standards and federal accountability reporting requirements.

Because of the tight timelines, the Administration Contractor will need to prepare the report of standard setting almost instantaneously. Hence, the Administration Contractor should be prepared to conduct analyses of interim standard-setting results on-site, and to prepare the final report of standard setting prior to leaving Lansing at the end of standard setting. Thus, OEAA staff and Administration Contractor staff will conduct a post-standard setting meeting to debrief from the meeting(s) and to prepare the materials needed to describe the processes used, to transmit the recommended standards, and to seek rapid approval of the standards by the State Board of Education.

The Administration Contractor will consult with OEAA for approval of the statistical analyses that will be performed in the standard setting process to both set the standards and to provide impact data to the standard setting panelists.

d) Standard Setting Conducted

The Administration Contractor will conduct the standard-setting meeting(s).

The meeting should be held at a site where the multiple panels can meet in rooms near each another, with storage that is secure, and work room(s) nearby. Each grade level panel must be held in a separate room, so that the discussion of each group cannot be heard by any other group.

The Administration Contractor shall provide a leader for each standard setting content area (e.g., Mathematics) as well as for each grade level panel. This person should prepare for the meeting by being well-acquainted with the script, materials, statistics, and procedures to be used.

The day before standard setting is to take place, OEAA staff and the staff of the Administration Contractor should plan a full-day meeting to practice the standard-setting process and to make any last minute changes needed. This preview should include the use of the statistical processes to be used at each stage to show panelists what decisions they have made at that stage in the process and their impact.

e) Summary and Review of Standard Setting

The Administration Contractor will summarize the results of the standard setting for each panel prior to leaving Lansing (at the end of standard setting). This will consist of a technical report on standard setting, with chapters on the processes and statistics used in setting standards, a chapter on the results of the process in each content area, and the recommended standards across the grade levels within each content area. This Technical Report should, to the greatest extent possible, be pre-written; OEAA staff will also “pre-write” the State Board of Education item so that only the results of the panels will need to be added to the item.

f) State Board of Education Approves New Standards

After presentation to the Technical Advisory Committee and the OEAA policy advisory committee, OEAA staff will present the results of standard setting to the next meeting of the State Board of Education. A representative of the Administration Contractor must be on hand to answer questions regarding the process or the results. The State Board will be asked to approve the standards set by the panelists, or to revise these standards as it sees fit.

1.104.G Hand-Scoring

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



The Administration Contractor will provide a mechanism for scoring the constructed-responses of students. Appendix B, Appendix F, and Appendix D indicate the number of students to be assessed per grade level, and the number of constructed-response items to be used per content area per grade. Virtually all of the MEAP constructed-response items are scored using a four- or six-point holistic rubric. Range-finding (detailed above) is part of the process of analyzing the field test results, so such rubrics, with training and validation sets, will be available at the time of actual implementation of these items in OEAA assessments. Hence, scoring of constructed-response items can proceed as soon as the answer documents have been scanned and imaged.

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

The Administration Contractor will provide to the OEAA upon request, the characteristics of the scorers they propose to use, the training and supervision of these scorers, especially the subject-matter expertise of the scorers and their supervisors. OEAA requires the use of college graduates for scoring. The scoring of the MEAP assessments may be done inside or outside of the State of Michigan. For this Contract, the Contractor will score the MEAP science and Grades 3 and 4 writing in Ypsilanti, Michigan and the MEAP reading in Wyoming, Michigan. Social studies and math will be scored in Greensboro, NC. Writing in grades 5 and 6 will be scored in Charlotte, North Carolina scoring center, and the handscoring for Writing in grades 7 and 8 will take place in Durham, North Carolina

The Administration Contractor will implement and maintain a quality assurance process for hand-scoring activities. Quality scoring is vital to the success of OEAA operations. At a minimum, scorers as a group need to have at least 70% agreement and 90% adjacent agreement. The Administration Contractor must provide quality assurance and control methods that will be implemented. Specifically the Administration Contractor must address accuracy and timeliness of data associated with but not limited to students, classrooms, districts, schools, ISDs, and State of Michigan.

The Administration Contractor will perform the following:

- 1) Random assignment of one (1) reader to each constructed response
- 2) Random assignment of a second blind reader to a 20% sample of all responses scored by any given reader.
- 3) Maintain a mechanism to ensure a second reading of a difficult-to-score response upon the request of a reader.
- 4) Re-score of all responses scored by a reader identified as poor-performing, and elimination of that reader's scores from the data.
- 5) Ensure all hand-scoring activities are provided in an accurate manner.
- 6) Implement and maintain a quality assurance process for hand-scoring activities.
- 7) Locate and establish sites within the State of Michigan for item scoring. Note, if the Administration Contractor uses an electronic rating system for scoring, then physical location in Michigan is not necessary.
- 8) Provide the appropriate hardware and software as necessary for hand-scoring (or e-scoring) operations.
- 9) Score word-processed answer documents that are used as an appropriate accommodation for students.
- 10) Take immediate action following a scoring alert. The alert criteria and steps followed will be provided to the Administration Contractor by the OEAA upon implementation of the Contract.
- 11) Take immediate action following score inquiries and challenges. The score inquiry and challenge criteria will be provided upon implementation of the Contract.
- 12) Notify, by phone call and by letter, the superintendent of the school district immediately when readers encounter a possible child-in-danger paper. A photocopy of the student's response would be included with the letter. The letter shall be sent using a courier with a reliable tracking system. A copy of the letter, student's response and courier's name and tracking code shall also be sent to OEAA.
- 13) Work with OEAA staff to provide a balanced set of student papers to use as released papers for public dissemination. Annotations must be written for these papers with a broader, public audience in mind.



- 14) Maintain scoring reliability among assessment items and provide the OEAA with reader production and reliability statistics on a daily basis, including reader training results. The following information is to be updated faxed daily in an easily readable format approved by OEAA:
 - i) Inter-rater reliability (describe calculation)
 - ii) Percent of papers requiring a third reading
 - iii) Daily individual reader reports for the first week and weekly reader reports starting the second week
 - iv) Validity reports on reader scoring
 - v) Score distribution across score points
 - vi) If the OEAA finds questionable scorer reliability indication, the OEAA has the right to have the affected papers re-scored.
- 15) Provide scoring data to the OEAA as requested relevant to range-finding and constructed response item scoring.
- 16) Provide accurate results on student responses to constructed response assessment items in a timely manner.

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

The Administration Contractor will provide OEAA with reader production and reliability statistics on a daily basis, including reader training results. The following information is to be faxed or e-mailed daily:

1. Inter-rater reliability (describe calculation)
2. Estimates of rater harshness (e.g. FACETS-style analysis of rater effects estimated concurrently with examinee achievement)
3. Percent of papers requiring a third reading
4. Daily individual reader reports for the first week and weekly reader reports starting the second week
5. Validity reports on reader scoring
6. Score distribution across score points

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

The Administration Contractor has responsibility to perform the following tasks:

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

**1.104.H Student Identification on Documents**

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

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

The Administration Contractor will produce labels based on the student demographic information accessed from the OEAA Secure Site database. If the spray-on method is used then the Administration Contractor should plan to produce both sprayed on answer document student demographic barcode information and labels with student demographic barcode information to ship with the other assessment materials to schools and districts.

Due to the cut-off date needed for schools to submit information to Pre-Identify it is not practical for schools to be able to include all the students that transfer or enroll between this cut-off and the assessment cycle. Therefore, at that point schools will use the Barcode Label website described in section 1.104.K.10.

1.104.I Call Center

The Administration Contractor is responsible for providing a call center to handle phone calls regarding the MEAP assessments.

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

1. Provide Call Center Assistance The Administration Contractor is to provide a toll-free number, staffed by persons knowledgeable about all OEAA assessment programs, from 8 am to 5 pm EDT/EST on Monday through Friday excluding federal Holidays (but including summer holidays) throughout the entire duration of the Contract. The Assessment Coordinators will use this number to order any extra materials, but will also use the Call Center as a place to ask questions. Routine questions that have approved answers can be provided by the Call Center staff. New or unique situations should be forwarded to a designated OEAA staff member for response. The staffing of this Call Center can be variable, but should be adequate that individuals are not put on hold for long periods (a 10 minute maximum), unable to reach someone due to busy signals, or otherwise be unable to receive assistance. The Contractor's Call Center to be used for this Contract is located in Durham, NC.
2. Provide Call Center Support To ensure success of OEAA assessment programs, it is essential that the Call Center is ready and capable to implement and support this program. This Call Center support is a single-point-of-contact solution. The Administration Contractor will handle all types of calls from shipment of materials (never received, need additional, etc.) to system administration (forgot password, can't download file, etc.).

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

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



The call center should use three (3) levels of support. Level 1 is the call center agent. Call center agents assist with the calls when possible. If they are unable to provide resolution, and it is a technical call or mailing Subcontractor call, it would be escalated to Level 2. Level 2 is a technical support person that could assist with system administration issues (such as download problems, etc.) or the mailing Subcontractor that could assist with shipping issues. Level 3 is OEAA staff. In the case that Level 3 support is required, the Administration Contractor will notify OEAA staff that Level 3 support is required by e-mail and a follow-up phone call. The OEAA staff member will find the answer, if necessary contact the Michigan Department of Information Technology (DIT), and provide resolution to the Administration Contractor's Call Center. This notification will be with an e-mail and followed up with a phone call. All callers should be called back with a status update within two (2) working hours of their original service request, and every 24 hours thereafter until a solution is found.

3. Provide call center reports The following information is a list of data and information that must be provided on a monthly basis for the Call Center Detail Report:
- i. Date/Time (hours, minutes and a.m. or p.m.) service request received, problem and name and location of requester.
 - ii. Date/Time (hours, minutes and a.m. or p.m.) service request closed and resolution.
 - iii. Name of person providing resolution.
 - iv. Service report control number.
 - v. Volume of calls by day and hour
 - vi. Average time on hold by day and hour
 - vii. Number of dropped calls by day and hour The following information is a list of data and information that may be asked to be provided
 - viii. Additional information may also be required for the monthly Call Center report upon request of the Contract Compliance Inspector for OEAA based upon experience with the performance of the Call Center and/or unanticipated types or volumes of support calls.

1.104.J Released Items

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

Due to some copyright agreements, some of the passages used for the items can not be posted on a website. In these instances the Development Contractor will create booklets of passages for released items. The booklets will be similar to those used for the MEAP assessments. The Administration Contractor will then reproduce and distribute at five (5) copies of each booklet to each school plus 100 copies for OEAA.

1.104.K Information Processes

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

Project progress will be closely monitored during the initial development period and the Contract will be terminated if, in the judgment of the Contract Compliance Inspector, the Administration Contractor is not performing adequately.

General IT Development Requirements for All System Modules

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

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



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

All websites designed under this contract by the Administration Contractor must have the general look and feel of the official State of Michigan websites, including adherence to the IT standards (section 2.104).

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

All websites must include online help documentation.

Browser Requirements:

For private internet sites which require secured login, software must work with a Web browser that supports HTML 4.0 and later (Example: Internet Explorer 3.02 [and greater] / Netscape Navigator 3.0 [and greater]); as well as Safari 2.0 or later, and Firefox 1.5 or later, for OS 10.0 operating systems.

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

Platform Requirements:

Must follow requirements in section 1.103 TECHNICAL ENVIRONMENT.
The web pages must be operational in both a Windows and Mac environment.

Security Requirements:

Must follow the specification in the security section (section 1.104.M Security Requirements).

Required System Modules

The following system modules are to be developed and implemented as detailed in this section.

- 1) Develop Imaging/Scanning System
- 2) Develop Scoring System
- 3) Develop Reporting System (both paper and electronic)
- 4) Develop Materials Return Status and Shipment Tracking website
- 5) Develop Coordinator Data Collection website
- 6) Develop Enrollment (Student Count) Collection website

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

NOTE that module 5: Coordinator Data Collection Website's source code, data and functionality shall be the property of OEAA at the end of the contract and must be seamlessly transferable to OEAA servers and to OEAA/DIT maintenance.

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

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

- 7) Security Administration System
- 8) Pre-ID hosting website
- 9) Demographic file hosting website
- 10) Student barcode labeling website
- 11) Electronic report hosting website

**1) Develop Imaging/Scanning System**

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

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

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

The Administration Contractor must provide a method of transferring high-definition image, at least 240 dpi with a 256-level gray-scale (8 bits per pixel), with an image index to OEAA within two (2) working days of scanning for hosting on OEAA servers. The bidder will describe in detail their image indexing process.

Technical Requirements

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

2) Develop Scoring System

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

This system applies to translation of demographic and multiple choice responses only, except for the combination of hand-scored responses with machine-scorable responses for purposes of creating a scaled score and determining a performance level. The scoring of constructed responses is addressed in sections 1.104.G.

The Contractor's scanners must be capable of distinguishing between actual student marks and stray marks or distortions caused by dust, dirt, misaligned answer sheets, and so forth. In addition, Michigan requires 100% verification of double marks, blank answers, and assessments where only an item or two are responded to. The Administration Contractor will use computer-based routines or human-editing stations to assure that the OEAA assessment data files are 100% clean and accurate.

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

The Administration Contractor will develop the system to score answer folders and scannable assessment booklets. The scoring system should incorporate translation of the pre-printed or bar code demographic information, and all multiple-choice answers. The system must be capable of translating images of item responses to designations of the answer option chosen (e.g. 1, 2, 3, 4 or A, B, C, D). The system must also be capable of translating answer options to a score for each item (e.g. 0 /1). The system should also be capable of updating records by adding scores from the constructed-response items after they are hand-scored.

All items must be scored accurately, efficiently, and reliably. All exam information must be made available both to the Contract Compliance Inspector for the OEAA and to the independent evaluator for analysis and evaluation. Efficient, timely, and accurate scoring of performance items within the statutory timeline will require extraordinary effort on the part of the Administration Contractor; the Administration Contractor must maintain the systems and equipment to meet all such timelines. The high-stakes nature of OEAA assessments requires that the highest standard of quality assurance be applied to all phases of scoring and analysis.



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

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

At all phases of production related to test materials and scanning student answer documents, the Administration Contractor must create data files from the results. The Contractor must employ quality control measures for the development of materials, scoring and handling of all items including, but not limited to, verification of the scoring program, editing and resolution procedures for questionable answer documents (e.g., with multiple marks, poor erasures), and combining and aggregating multiple-choice response scores with constructed response scores at the school, district, county, and state levels. The Contractor must be able to share test plans and results with OEAA for review and approval. OEAA has the option of adding test scenarios to determine if omissions are present

The Contract Compliance Inspector for OEAA would entertain plans that could speed up the process of administering and accurately scoring assessments. Distributed paper systems, production, collection and scoring to e-assessment, adaptive assessment and adaptations of the above including but not limited to pads or kiosk.

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

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

3) **Develop Reporting System (both paper and electronic)**

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

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

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

At no time shall inaccurate data be provided for schools or districts to see either electronically or in hardcopy. This shall include posting system mock test data to production environment. Should at anytime inaccurate data be provided by the Administration Contractor then the state may impose liquidated damages as described in section 2.703 of this Contract.

Reader comments shall be included on individual student reports, student rosters, and summary reports.



OEAA will provide design layouts for each report by April 30, 2008. The following is a general description of each report:

a) Guide To Reports

The Administration Contractor will prepare/update (write, format, edit and proof) an electronic Guide To Reports that will be posted on the OEAA's website. The Guide To Reports provides sample shots of the various reports along with descriptions of how users can better understand and use those reports.

For a copy of the MEAP Fall 2006 Guide To Reports that includes sample images of the reports go to <http://www.michigan.gov/oeaa> then click the MEAP link and then "MEAP Test Results", or insert the following path into your browser: http://www.michigan.gov/documents/mde/F06_MEAP_GTR_-_9_FINAL_181509_7.pdf

Note: Revised reports that will include progress scores are currently in the design stage. Once they become available then they will be provided to the prospective bidders.

b) Individual Student Report

This report will summarize the performance of the student on each subject matter assessment the student took, with placeholders indicating subject matter assessments that students did not take. For each content area, the report will include the student's score on each operational item (and, for multiple choice items, the student's answer choice), scaled score, and performance level (two to four performance levels are possible) in the current and previous year, along with a designation of change of performance levels for the previous year to the current year (from the previous grade level to the current grade level). Components of the reports specific to an assessment are given below.

In mathematics, item reports will also indicate the type of item (core, extended core, future core). For each content area, the individual student report will report the student's raw score in each sub-content area including strand (Math, ELA [reading, writing, and listening], Science, and Social Studies) and core GLCE (Math only). The number of possible score points in each sub-content area will also be provided.

c) Individual Student Label Report

This report will be printed in label form to be inserted in students' permanent record folders at their schools. This report will include student identifying and demographic information as well as scale score, past, current and change in performance level for each content area tested. Multiple labels must be printed per page.

d) Parent Report Pamphlet

This report will include all information on the individual student report *except for* the item-specific information. This report will present the information both in tabular and graphical format. These reports will be printed by the Administration Contractor. The format of this report is 11" x 17".

e) Class Roster Report

This report will include all tabular information on the parent report pamphlet, with one row per student, as well as a summary row for the entire classroom (no subgroups) as described below.

f) Feeder School Report

The Feeder School Report is a Summary Report provided to feeder schools at transition grade levels. For example, District A has three elementary schools (K–5) feeding into one middle school (6–8). Each elementary school will receive a Feeder School Report summarizing the data for current sixth-grade students that were enrolled in their elementary school at the end of Grade 5.

A comparative set of mean scale score information for feeder schools. All content areas and levels of performance are reported. All students coming from the feeder school within the district at transition grade levels.

**Summary Reports**

There will be separate summary reports for each grade tested. All summary reports will include aggregated forms of all tabular information on the parent report pamphlet, with one (1) page per content area, one row per subgroup (all students assessed, sex, economic disadvantage, ethnicity, standard accommodations, non-standard accommodations, LEP, Formerly LEP, Migrant, Homeless, Less than full academic year) and three columns (all students assessed, students with disabilities, students without disabilities). In each cell the average scale score, number assessed, and percent proficient must be reported unless the number of students in the cell is less than 10 (which must be noted).

- g) School Summary Reports** will include all information listed above for the school, as well as one summary row per classroom (not reporting subgroups for the classrooms).
- h) District Summary Reports** will include all information listed above for the district, as well as one summary row per school (not reporting subgroups for the schools). These reports shall not include non-public school data.
- i) ISD Summary Reports** will include all information listed above for the ISD, as well as one summary row per district and school (not reporting subgroups for the districts and schools). These reports shall include the non-public and charter school summary data.
- j) Statewide Summary Reports** will include all information listed above for the State. This report will not contain summary rows for ISDs, districts, or schools.

k) Item Analysis Reports

There will be separate summary reports for each grade tested. This report will show the correct answer to each operational item and will indicate the total number of students responding to each item. It will also report the percent of students selecting each answer choice (for multiple-choice items) or scoring at each score point (for constructed-response items). Item analysis reports will be produced for each public classroom, school, district, and ISD; as well as for the State as a whole.

l) Develop Student Score Data Files

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

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

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



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

Processing Reports

The reporting systems will be set up so that as each district's results are complete following the demographic update they can be reported "on the fly" – that is, without waiting for any other district to be received. Each of the reports will be made available in electronic format (static or dynamic Adobe Acrobat PDF) and will be printed by the Administration Contractor for distribution to school districts and schools. The on-line and printed forms should be easy to read and attractive. The student score files listed above must be downloadable from the reporting website.

Electronic versions of reports will be provided for all schools. But as indicated earlier OEAA will allow the schools the option of having the reports printed for them. Along with the Pre-Identification data OEAA will provide the Administration Contractor a listing of which schools will require reports to be printed for them. The Administration Contractor will then print and distribute those reports via a means that will track whether the materials have been received, and if so, by whom.

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

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

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

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

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

Additional scenarios are situations that are important for reviewing the accuracy of data transfer from data files onto reports, but are not important to verifying the accuracy of data transfer from answer documents to the data file. For example, it is important to verify that the data is transferred accurately from file to reports to have students who took a regular administration in one subject but an emergency administration in another. However, a specific combination for an individual student is not necessary to validate that the regular administration and emergency administration forms are accurately scanned.



The Administration Contractor is responsible for proposing the additional scenarios, receiving and incorporating feedback, and finalizing the test deck including all scenarios that must be hand-bubbled and all that can be added to the deck directly through the data file. Because there are several types of scenarios that do not have to be hand-bubbled to verify their accuracy, this will minimize the amount of time spent in hand-bubbling. The test deck data should be constructed to test each logic path at least once.

Technical Requirements

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

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

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

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

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

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

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

4) **Develop Materials Return Status and Shipment Tracking website**

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



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

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

Technical Requirements

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

5) Develop Coordinator Data Collection website

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

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

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

Technical Requirements

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

6) Develop Enrollment (Student Count) Collection website

The Administration Contractor will provide a means for the district to indicate to the Administration Contractor the quantities of each type of all assessment materials (also known as enrollment or student counts) that are needed for each assessment cycle. The Administration Contractor will have a system to indicate that the shipments have been entered into the shipper's system which is capable of being updated as materials are received (noting discrepant shipments) and logged in. See 4) Develop Materials Return Status and Shipment Tracking website above for more details regarding the shipment tracking and status functionality that must exist for the end user.

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

Technical Requirements

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

OEAA Modules which require interface with Administration Contractor's Systems

**7) Security Administration System**

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

8) Pre-ID hosting website

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

9) Demographic file hosting website

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

10) Student Barcode labeling website

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

11) Electronic report hosting website

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

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

1.104.L Packing and Distribution of Materials

Because of the various organizational structures between the various public school districts (district) the district level will determine how materials are to be shipped. Districts are given two (2) choices: to have the materials shipped to the district; or have them shipped directly to the schools.

Any non-public school that participates shall not be handled as part of any district. Non-public school materials shall be shipped directly to the school. If a district chooses to have its schools' materials shipped to the district and there is a non-public school within the district geographical boundaries then that non-public school shall receive its materials shipped directly to the school.

For brevity, where district is indicated those instructions shall also apply to non-public schools.

- 1) Develop Packaging Lists. The Administration Contractor will use the updated Pre-ID file (see section 1.104.K), particularly the number of students enrolled in each school and the assessments designated for each student to build a packaging list of the materials (including standard and non-standard accommodations) to be sent to each school and to each district. OEAA will provide a file of the Assessment Coordinators for the MEAP and their mailing address and shipping address. The State will also provide summary figures of the numbers of students enrolled in each school at each grade within each district. OEAA will provide these two (2) files to the Contractor by three (3) months prior to the assessment window.

The Contractor will send a letter to the District Assessment Coordinators (addressed both to the position and the person, using the address in the above mentioned file), requesting (1) address(es) to which the assessment materials are to be sent, which may not be the same as the address to which letters or memoranda are sent via U.S. Mail, and (2) the e-mail addresses and phone numbers of the Assessment Coordinators and the School District Superintendents. The District Assessment Coordinators make the determination of whether materials are sent to the district for distribution or to have the materials shipped directly to their schools.



A list of the materials to be shipped is provided in Appendix B for the MEAP. The figures from the second file mentioned above, are the figures that the Administration Contractor should use to build packaging lists for materials shipment. Each school is to receive a 5% overage over the figures that OEAA provides. In addition, each Assessment Coordinator is also to receive a five percent (5%) overage of the materials, in order to meet short-shipment requests from school buildings. Materials will be packaged and sorted in school order, and sent to the district or school as indicated by the Assessment Coordinator.

- 2) Package Assessment Materials The materials for each building should be packaged separately to be distributed to district Assessment Coordinators at the designated shipping address, which may be different than the mailing address.
- 3) Ship Assessment Materials The materials should be sent via a means that will track whether the materials have been received, and if so, by whom. This means that the U.S. Postal Service may not be used. The Contractor will use Federal Express for this Contract.
- 4) Distribute Assessment Materials to Schools The Assessment Coordinator should distribute the assessment materials to each school about two (2) weeks prior to assessment. Before doing so, the Administration Contractor will ask each Assessment Coordinator to inventory the materials sent, making sure that there are adequate numbers of assessment booklets, answer sheets, Assessment Administration Manuals, and other assessment materials, so that any shortages can be filled by the Administration Contractor prior to the start of assessment in the district. Assessment Coordinators will be asked to call the Administration Contractor's toll-free number (see section 1.104.I concerning the Call Center) to obtain the needed materials. All additional or replacement orders will be shipped via Federal Express.

Assessment Coordinators will also call the toll-free number if they have any questions about the assessment administration process. These calls should be answered by the Call Center staff, or if they cannot answer the questions, referred to OEAA staff for a timely response.

- 5) Return of Assessment Materials from Schools to the Administration Contractor The Administration Contractor will provide a pre-paid means for each school district to return their assessment materials for scoring. This will, at a minimum, include: sturdy boxes for the safe return of assessment booklets and answer sheets, shipping labels to attach to each box (differentiating between assessment booklets and assessment answer sheets) that indicate the Administration Contractor's shipping address, as well as the district name and code number, and the shipper's tracking number. Shipping will be via Federal Express 2-Day Air Service. The Administration Contractor will also provide a means for the district to indicate to the Administration Contractor the quantities of each type of assessment materials that are being shipped. The Administration Contractor will have a system to indicate that the shipments have been entered into the shipper's system which is capable of being updated as materials are received (noting discrepant shipments) and logged in.

See section 1.104.K, part 10 for technical specifications of the Materials Return Status Website.

- 6) Processing Assessment Materials Returned by Schools The Administration Contractor will have a system in place so that all materials received will be logged in within 24 hours of receipt, and will be prepared for scanning with 72-hours of receipt. The status of each district should be readily discernable, from a web-based application that the OEAA (and the Administration Contractor's Call Center) can readily access, and that each Assessment Coordinator can consult (for their district only). This will permit OEAA staff to track district shipments (thus permitting OEAA and Administration Contractor staff to contact schools whose materials are not received by the end of this period), as well as verifying that materials have been received from each school district. The database underlying this web-based application should be updated at least daily, so that staff can quickly ascertain the status of each district's shipment of answer sheets.
- 7) Scanning Student Answer Documents and Identifying Materials All student responses on answer documents (machine-scorable assessment booklets or the machine-scannable answer sheets) will be imaged for record-keeping purposes, as well as to facilitate the hand-scoring of student responses to constructed-response items. Therefore, all student identification documents must also be imaged as specified in section 1.104.K.
- 8) Image Storage and Retrieval Because OEAA desires to eliminate the need for paper storage, the Administration Contractor must provide storage of images of all answer folders (and scannable test booklets) as described in section 1.104.K.

**1.104.M Security Requirement**

Ensuring security is of paramount importance in establishing and maintaining the highest possible standards of technical quality, perceived fairness, integrity, and public confidence of the high-stakes OEAA assessments. It is the responsibility of the Administration Contractor to identify a system that ensures that documentation and all assessment items, assessment materials, electronic files, and data are developed, used, and maintained in a secure manner, protecting the confidentiality of all materials, records, and files. The Contractor's overall security plan, materials handling processes and data management processes must include, but not be limited to, employee policies, intrusion detection, audit trails, firewall technology, infrastructure risk, threats, vulnerabilities, etc. It is required that the Administration Contractor obtain a third-party certification annually regarding the level of security practiced by the Contractor and based on the COBIT framework which may include the following:

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

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

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

Security procedures shall be employed for:

- (1) transfer of items to and from the Development Contractor;
- (2) item review;
- (3) item field tests;
- (4) assessment review and public access;
- (5) assessment administration, including the delivery and collection of materials to, at, and from school sites;
- (6) document processing, handling, and storage, recovery; and
- (7) all other circumstances in which security of assessments and assessment materials is required.

State's Security Guidelines

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

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

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

Electronic Document Management Site

This site shall be used to securely transfer and maintain electronic documents and files related to the MEAP assessments. Security to access this site should only allow key Administration Contractor and OEAA staff. The OEAA Contract Compliance Inspector reserves the right to have any individual and their user identification code removed. Periodic or upon request basis, the OEAA Contract Compliance Inspector shall be provided a complete listing of all user identification codes along with their user names that have access to this site – with a minimum of once before any files or documents are posted plus once per year thereafter. No more than one (1) individual shall be assigned to each user identification code. Each user identification code shall be passcode restricted. Refusal or reluctance to provide a complete listing of the user identification codes along with their user names shall be considered a breach of security.

**Acceptable Use Policy and Security Agreement**

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

Background Checks

The Contractor will be required to provide a listing, and authorize the investigation, of all its personnel proposed to have access to State facilities, systems, or student sensitive data. This is also required for anyone that will be recorded for public distribution of video communications related to this Contract (i.e. assessment accommodation videos). The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations may include Michigan State Police Background checks (ICHAT) as well as the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check.

Security Documentation

1. Include documentation that Contractor security processes and controls meet COBIT framework standards. The Contractor will provide any third party audit certification of these processes and the schedule for certification renewals upon request.
2. All data and document handling under this Contract is highly sensitive. All electronic transfer of data needs to be encrypted with a minimum of 128 bit encryption. The Contractor must meet the security requirements of this Contract for all data processing and IT system modules including secure encrypted methods for transfer of data to/from the State, Subcontractor(s) and the Test Development Contractor. The solution must provide capability to authenticate to a common LDAP solution. The solution must interface with State's technical environment defined in section 1.103.
3. The Contractor must maintain a security plan for all secure materials including, but not limited to, items, assessment specifications, and assessment forms. The numbers of booklets sent to a school or Local Education Agency (LEA) is recorded and based on previous use, as well as, numbers of students registered for an assessment through the state's pre-identification process. All answer documents are numbered, using best practices for electronic tracking of assessment materials. Security measures must be documented for all aspects of item development, item reviews, and assessment administrations. This documentation must be provided to the OEAA as part of the monthly progress reports and summarized in the Technical Report, section II-D 2.0.
4. The Contractor will provide a plan for assessment administration monitoring. The plan must include on-site monitoring of a sample of schools which will be completed to monitor assessment administration just before, during, and just after assessment. The sample size, timeline, personnel, and any Subcontractors must be described. Onsite monitoring efforts must be summarized and a report included in the Technical Report.
5. The Contractor will maintain provisions for security that address various avenues for security breaches, including deliberate attempts, electronic access to information, and accidental breaches and how each instance would be investigated. Investigations conducted by the Administration Contractor must be summarized and outcomes reported in writing and by email to the Contract Compliance Inspector for the OEAA within five (5) working days of a security breach being uncovered.
6. The Contractor will provide a plan and conduct erasure analyses to detect assessment irregularities. The plan must ensure that all erasures are identified and analyzed to determine suspicious patterns. OEAA must sign off on the appropriateness of the erasure readings from the scoring system. Erasures must be only double-gridded in system tests to assure that actual erasures are identified. Specifics of the erasure analyses are detailed in the contract report outline.

**1.104.N Quality Control**

The Administration Contractor must ensure that all assessment materials are accurately, efficiently, and reliably developed, produced, and scored. The Administration Contractor must provide the facilities, personnel, equipment, processes, procedures, and safeguards necessary to ensure that all materials including answer documents, assessment booklets, administration materials, and ancillary materials are handled securely. The Contractor must provide quality assurance at all phases of material development and assessment administration, but especially during the handling and processing of students' answer documents. At the request of the Contract Compliance Inspector, the Administration Contractor must demonstrate and provide evidence that the quality control procedures are being followed.

- 1) Description of the initial process. Interface with the OEAA staff in identifying the appropriate students to be tested. As an effort to increase accuracy, data are collected 4-6 weeks prior to assessment for barcode printing on ID labels using a xerographic printing process. Contractor staff will print test labels to make sure that the barcode label format is correct. After the labels have been printed, Contractor's QA staff will verify the print quality of labels and ensure that labels have been printed for all schools and are in the proper order. Additionally, the barcodes on the student ID labels will be tested for accuracy and scannability.
- 2) Quality scoring is vital to the success of the MEAP operations. The Administration Contractor must employ quality assurance and control methods. Specifically the Administration Contractor must address accuracy and timeliness of data associated with but not limited to: students, classrooms, districts, schools, ISDs, and State of Michigan.
- 3) Building in quality control checks. At all phases of production related to assessment materials and scanning student answer documents create data files [XML or flat text file format (see website http://www.michigan.gov/documents/131038_36330_7.pdf for the state's recommended XML specifications)] from the results. The Contractor must employ specific quality control measures for the development of materials, scoring and handling of all items including, but not limited to, verification of the scoring program, editing and resolution procedures for questionable answer documents (e.g., with multiple marks, poor erasures, or incomplete data), and combining and aggregating multiple-choice response scores with constructed response scores at the school, district, county, and state levels. The Contractor must be able to share assessment plans and results with the State for review and approval. The State has the option of adding assessment scenarios to determine if omissions are present.
- 4) Verifying. Data processing and programs are monitored to ensure accuracy. The Contractor will employ procedures for the handling of assessment answer documents to ensure that all assessment results are correctly attributed to the students, schools, districts, counties, and/or subgroups for who aggregate assessment results are obtained. Special attention must be given to procedures for the handling of multiple answer documents for a single student.
- 5) Checking output from scoring programs to ensure accuracy. After each operational administration, the Administration Contractor must run a set of preliminary item analyses; therefore the Contractor must design and conduct of preliminary item analyses based on a large sample of the early answer document receipts. The Administration Contractor must include strategies to identify the possibility of an incorrect scoring key. The strategies must include, but are not limited to, the use of a test deck of answer sheets as well as hand-scoring a sample of student answer sheets as described in section 1.104.G.
- 6) Early Item Check Analyses on Live Data
Refer to section 1.104.E regarding early item check analyses on live data.
- 7) Independent psychometric quality assurance review. An independent Subcontractor shall be engaged to review and assure that all psychometric procedures have been carried out accurately. The Subcontractor shall be paid by the Administration Contractor, but shall be independent in all analyses and recommendations. The Administration Contractor must provide all the same data to the independent quality assurance Subcontractor at the same time as to its own psychometrics unit; must provide all necessary software, settings, and documentation to the Subcontractor; and must provide the results of its own psychometric analyses for verification by the quality assurance Subcontractor. No psychometric procedures, software, software settings, or documentation shall be considered out of bounds for use by the psychometric quality assurance Contractor, but security and confidentiality agreements may be required to protect intellectual property.



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

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

- 8) Technical Reports on Operational Administrations and Field Testing—The Administration Contractor must produce a Contract Report annually for MEAP. Further details on the outline and content of the Contract Report are in section 1.104.Q.

1.104.O Accommodation Materials

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

The Administration Contractor shall comply with all federal and state laws, including but not limited to the Individuals with Disabilities Education Act (IDEA), Elementary and Secondary Education Act (a.k.a. No Child Left Behind or NCLB), and the Americans with Disabilities Act (ADA).

For students with an Individualized Educational Program (IEP), a Section 504 Plan, or English Language Learners, the Administration Contractor will develop accommodated versions of one form, typically Form 1 of X, for each grade and subject area assessed. All answer documents used with all accommodated versions shall be the same as those used with non-accommodated forms for each subject area and grade assessed. All quantities, including some overage, of accommodated materials shall be determined and approved in writing by OEAA prior to production. Appendix B of this Contract provides the quantities of accommodated materials that are based on the quantities that were ordered for 2006/2007. Quantities will vary from cycle to cycle. New accommodated materials will need to be produced each year for each test cycle.

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

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

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

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

2. **Production** – includes, but is not limited to, Braille, enlarged print produced, or recording complete narration/transcription of assessment booklets, producer/director, engineer, proofing operations, create master label files and label design for accommodated versions, studio time, audio/video recording.
3. **Post Production** – includes, but is not limited to, create master documents or audio/video files for accommodated version, create tracked CD masters for the audio and DVD for video. The CDs and DVDs must be created/chaptered as to allow users to play an entire section or a specific test item.



4. **Project Completion** – includes, but is not limited to, quality control, proofing, spreadsheets of project elements, duplication, reorders (as needed)
5. **OEAA Approval** – prior to duplication, *all* accommodated materials must be approved by the designated OEAA staff person

Packaging of Accommodated Materials

The Contractor must schedule the production and duplication of all accommodated materials so that they are shipped at the same time as the print versions of the MEAP assessments. Besides reader scripts, all accommodated versions of assessments shall be packaged with a copy of the corresponding answer document. All audio or video accommodations shall also be packaged with a copy of the standard-print version of the assessment. For the mathematics assessments; each packet should also include the corresponding overlay (a.k.a. acetate ruler). The Braille version must be packaged with the *Assessment Administrator Booklet for Braille* and a Braille ruler and/or protractor, as needed. The enlarged print mathematics versions must be packaged with the enlarge Print ruler and/or protractor, as needed.

The State of Michigan is committed to reducing or eliminating waste. All materials must be coded and packed as to allow for minimum distributions of one (1) unit. For example, if a school requires six (6) test booklets then they may be sent either a pack of five (5) plus one (1) single or six (6) single booklets; they shall NOT be sent two (2) packs of five (5) nor one (1) pack of 10.

The quantities to duplicate of each shall be determined and approved in writing by OEAA prior to duplication.



Accommodations Table

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

Accommodation	Specifications	IEP	504	ELL
Braille	Preproduction:			
	<ul style="list-style-type: none"> American Printing House for the Blind (APH) guidelines in APH publication "Test Access" must be followed unless specified otherwise. Contracted Braille and Nemeth for mathematics and all items that require its use. Braille transcription must be done by APH for all content areas to ensure accuracy and consistency in format and graphic production techniques. There should be a person designated as the contact with APH and OEAA for the following tasks, at a minimum: <ol style="list-style-type: none"> Dates when camera-ready booklets will be available to start preproduction and when the actual booklets need to be to the Contractor to package. Submitting recommended Braille adaptations, as needed, to items and graphics and revised directions to APH. Respond to questions from APH related to items that are difficult to Braille. Ensure that Braille adaptations do not change what the item is measuring. 	Y	NA	NA
	Production			
	APH will produce transcribed booklets to Braille.			
	Post Production			
	<ul style="list-style-type: none"> APH internal proof and edit. Produce master for duplication. 			
	Project Completion			
	<ul style="list-style-type: none"> APH will duplicate the agreed upon quantity of booklets. APH will provide Contractor with the Print to Braille page correspondence in an agreed upon format in MS Word to post on the MDE Web page. <i>Assessment Administrator Booklet for Braille</i> must be produced for each form produced in Braille (see Appendix O for sample). APH must provide detailed transcriber note information in order to produce the <i>Assessment Administrator Booklets for Braille</i>. Proofreading will be done by APH and an independent Michigan Braille proofing company from a list of companies recommended by the Michigan School for the Blind. 			

**Accommodation****Specifications****IEP****504****ELL**

- Must provide a method of filling requests for the production of the released item booklets in Braille.
- Additional booklets produced for reorders, as needed.
- All Braille items will be archived/saved for possible use in future booklets.

OEAA Approvals

- All Braille booklets, Assessment Administrator Booklets for Braille, and Print to Braille page correspondence documents will require OEAA approval before they can be used, similar to section 1.104.D.8.

Preproduction**Enlarge Print**

- APH guidelines in APH publication "Test Access" must be followed unless specified otherwise. Y Y NA
- Must produce enlarge print assessment booklets using a minimum of Verdana 18 point font. An electronic version of the tests can be provided and used to manipulate to reformat test items and enlarge or change the font if needed.
- Coordinate with OEAA and the Administration Contractor staff responsible for tracking materials to identify and incorporate tracking codes with appropriate barcode style and size for each enlarged print assessment booklet.
- Must produce enlarged print acetate rulers and protractors in a size proportionate to the increase in size of the enlarged print assessment booklet from the standard-sized assessment booklet.
- There should be a person designated as the contact with APH and OEAA for the following tasks, at a minimum:
 1. Dates when camera-ready booklets will be available to start preproduction and when the actual booklets need to be to the Contractor to package.
 2. Identifying the items that require measurement so they are produced in the actual size required to measure.
 3. Communicate where the security bar-code label must be applied to make sure there is sufficient room.
 4. Respond to questions from APH, if needed.

Production

Electronic version of all Form 1 of X will be produced in minimum of Verdana 18 point font.

Post Production

- APH internal proof and edit.
- Produce master for duplication.



Accommodation

Specifications

IEP

504

ELL

Project Completion

- APH will duplicate the agreed upon quantity of booklets.
- APH quality control checks.
- Proofreading done by APH and OEAA.
- Must provide a method of filling requests for the production of Enlarged print released item booklets for posting on the OEAA Web page.
- Additional booklets produced for reorders, as needed.

OEAA Approval:

All enlarged print booklets will require OEAA review and approval before they can be used, similar to section 1.104.D.8.

**Braille Rulers /
Protractors**

Purchased from (APH)

Y

NA

NA

Preproduction

Y

Y

Y

Reader Scripts
(English Reader
Script)

- Also referred to as English Reader Scripts.
- The Administration Contractor will carefully prepare a Reader Script that is read to students from Form 1 of X of each MEAP assessment booklet for mathematics, portions of the writing test, science and social studies plus the corresponding section of the administration manual that is read to the students.
- Directions on how to use the reader script must be written to be included in accommodations section the MEAP administration manuals.
- A reader script shall not be prepared for the ELA (reading) assessments.
- The Administration Contractor will work with an OEAA content specialist from each subject area to obtain proper script conventions.
- Must produce an audio version of the released item booklets.
- There should be a Contractor staff person designated as the contact with OEAA and the vendor producing the audio versions for the following tasks, at a minimum.
 1. Dates when camera-ready booklets will be available to start preproduction and when the actual scripts need to go to be to the Contractor on time for packaging.
 2. Communicate with the vendor producing the scripts where the security bar-code label must be preprinted and provide bar-code specifications in order to make sure the preprinted bar-code label can be scanned.



Accommodation

Specifications

IEP

504

ELL

Production

- Contractor writes scripts.
- The script shall be designed is for a narrator to read it to students that can visually follow along while viewing the assessment booklet.

Post Production

Contractor internal proofing and edits made, if needed.

Project Completion

- Contractor will duplicate the agreed upon quantity of scripts.
- Contractor will do quality control checks on printed scripts.
- Proofreading done by OEAA.
- Must provide a method of filling requests for additional scripts, as needed.
- Must produce a script for the released item booklets for posting on the OEAA Web page.
- Additional scripts produced for reorders, as needed.

OEAA Approval:

All scripts will require OEAA approval before they can be used, similar to section 1.104.D.8.

Audio**Preproduction**

Y

Y

Y

- Produce from each Reader Script an audio in two formats – cassette tapes and compact disks (CDs). The media used for duplication should be that which can be used on most CD or audio cassette machines (i.e. CD-R).
- Audio only accommodations will only be produced in the English language.
- The audios should have a tone and a short audio pause following the reading of each item to allow end users a chance to pause the audio should they need more time to respond to the item. CDs should be formatted to allow the end user to either play an entire section or a specific item. The media used for duplication should be that which can be used on most CD or audio cassette machines (i.e. CD-R).
- Professional voice talent must be used, both male and female. The talent(s) must have an unbiased, pleasant, non-provocative, clear, and articulate mid-western United States voice for the target audience for the audio versions. The OEAA must approve the voice talent prior to production.

**Accommodation****Specifications****IEP 504 ELL**

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

Production

- Record complete narration of reader script.
- Internal proofing by audio production vendor.
- Create master label files and label design for audio tapes and CDs.



Accommodation

Specifications

IEP

504

ELL

Post Production

- Edit audio files, as needed.
- Create master files for audio tapes.
- Create tracked/chaptered CD masters.

Project Completion

- Perform quality control checks on duplicated audio cassette tapes and CD-ROMs.
- OEAA and audio vendor proofing.
- Update project elements spreadsheets.
- Duplicate CD-ROMs and audio cassettes to the OEAA approved quantities.
- Must provide a method of filling requests for additional audio versions, as needed.
- If prepared appropriately and upon approval from OEAA the audio master may be used in the production of the English video version.

OEAA Approval:

All audio masters will require OEAA approval before they can be used, similar to section 1.104.D.8.

Spanish and Arabic Reader Scripts**Preproduction**

Y

Y

Y

- All requirements for the English Reader Scripts shall also apply to the Spanish and Arabic Reader Scripts.
- As of the issue date of this RFP, the two most common non-English languages students are taught with in Michigan are Spanish and Arabic. For these languages, teachers can obtain a printed reader script or video based on the language of instruction. Michigan teachers that are providing instruction to students in other languages may obtain a copy of the English Reader Script and do their own translation.
- Each English Reader Script will be translated into two target languages of Spanish and Arabic.
- Qualified translators must be used. They *must* meet minimum qualification requirements, be approved by the OEAA, and must be monitored in all tasks. The bid shall include proposed minimum qualifications for translators and monitors.
- The goal of the translation is to provide no more or less information than someone using the English Reader Script.

**Accommodation****Specifications****IEP 504 ELL**

- The translation should be as exact as possible but have a speech flow that is natural to the target language. It shall utilize the target language style that is employed with most newspapers and printed public communications available in most countries where the target language is dominant but terminology must be suitable for school children at the appropriate grade level or age of the assessment. Similar to how mid-western United States English is used in most newspapers, magazines and textbooks in the United States.
- Refer to Appendix P for general translation conventions.
- Contractor shall work with OEAA content specialist to obtain a complete listing of conventions prior to beginning each translation process.

Production

- Translations must be completed in standard dialect format. The scripts shall be produced with the appropriate characters and justification.

Post Production

- The non-English versions will then need to go through an independent review by a K-12 assessment expert of both the target language and English. The independent reviewer will need to be approved by the OEAA Contract Compliance Inspector. The independent reviewer will not edit the scripts but instead provide a critique on the quality of the translations.
- The translations with the critiques will then be returned to the translator for correcting.
- The independent reviewer will most likely be of a separate contract. But bidders may provide a proposal and quote along with their response to this RFP to provide this service which should include the processes and procedures to be used to maintain the independence of the reviewer to the process.

Project Completion

- Once the independent reviewer determines that a translation is acceptable then the related form will be sent to OEAA for final approval.



Accommodation

Specifications

IEP

504

ELL

OEAA Approval:

All Reader Script masters will require OEAA approval before they can be used, similar to section 1.104.D.8.

Videos**Preproduction**

Y

Y

Y

- Create from each approved English, Spanish and Arabic Reader Script a video in two media formats – VHS tapes and Digital Video Disks (DVDs). The media used for duplication should be that which can be used on most DVD or VHS machines (i.e. DVD-R).
- If the English audio accommodation is prepared appropriately, and upon approval from OEAA, the audio master may be used in the production of the English video version.
- When pricing the videos each price should include all costs (including audio) to create the masters. Bidders should also provide a cost adjustment in the pricing list should it be approved to use the audio master from the audio only accommodation for the English video versions.
- Each unit must be individually packed in a protective casing that can be used to house the media after opening. (i.e. a paper sleeve with a transparent window large enough to read the label on the media for DVDs; or cardboard sleeve with face label for VHS).
- Must provide a professional talent that will be doing the speaking and any demonstrations in the video. The talent(s) must have an un-biased, pleasant, non-provocative, clear and articulate voice for the target language of the video. Their voice should be of the target language's style that is employed by broadcast radio and television in the countries that the target language is dominant. The talent should have a generalized accent that is readily understood across geographical regions – similar to mid-western accent within the United States. The terminology and pacing should be suitable for school children at the appropriate grade level or age.
- Because each video will be seen by hundreds of students and teachers, each talent included in a camera-shot is required to have a background check as described in section 1.104.M.

**Accommodation****Specifications****IEP 504 ELL**

- Contractor will prepare a video script for each Reader Script that would include at a minimum, reading the test directions, prompts, questions, and answer choices. Camera shots would include the actor/speaker verbally presenting directions and the assessment booklets. Some would be with the actor on screen and some producing voice over for B-roll. Other recommendations can be made by the vendor producing the video script for the VHS tapes and DVDs. OEAA shall approve each video script before it can be used.
- The videos should have a short audio pause following the reading of each item to allow end users a chance to pause the video should they need more time to respond to the item. CDs and DVDs should be formatted to allow the end user to either play an entire section or a specific item.
- All videos will use the non-accommodated English version of the related assessment form, answer document and any ancillary materials in video images.
- The language of the narration shall be that of the target language for the video.
- There should be an Administration Contractor staff person designated as the contact with OEAA and the vendor producing the video versions for the following tasks, at a minimum.
 1. Dates when camera-ready booklets will be available to start preproduction and when the cassettes and CD-ROMs need to be duplicated in order to be available at the location of distribution on time for packaging and shipping to districts with the print assessment materials.
 2. Communicate the design requirements, approved by the OEAA, for the labels, including the security bar-code label placement and specifications to ensure the preprinted label can be scanned. This will include providing the start and end bar-code serial numbers that are to be used when preprinting the security bar-codes on the video labels.

**Production**

- Record the video and audio based on video scripts.
- The images of the test items in the video should be exactly as they appear in the hardcopy of the test booklets.
- With the approval of OEAA the video shall include a curser or some type of indicator to direct the user to the location being narrated on the page.
- Except for the time necessary to read the option, the indicator shall not point to any item option longer or shorter than any other option.

Post Production

- Create master BETA (or similar) tape to be used for VHS duplication.
- Create tracked/chaptered DVD masters

Project Completion

- Duplicate DVDs and VHS tapes to the OEAA approved quantities.
- Must provide a method of filling requests for additional video versions, as needed.

OEAA Approval:

All Video masters will require OEAA approval before they can be used, similar to section 1.104.D.8.

**1.104.P Independent Evaluation**

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

All Administration Contractors have responsibility as a part of the contract to answer questions and provide documentation requested by the TAC, and to attend TAC meetings when the agenda addresses topics that require their attendance. See sections 1.104.F for the Contractor responsibilities for TAC meetings.

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

1.104.Q Contract Reports

The Contract Report encompasses an entire contract, with updates to the technical report for each cycle.

Three volumes are written for the contract. Volume I gives background on the programs covered by the contract.

Volume II describes and analyzes the processes used during the contract, providing a historical record of and recommendations to improve the programs over the span of the contract.

Volume III is a more traditional technical report containing descriptions of and summaries of psychometric and statistical procedures and analyses conducted over the life of the contract.

Volumes II and III describe and analyze the quality control processes used by the Contractor and OEAA to assure high quality products, providing protocols and recommendations for monitoring program quality.

Where it makes sense, the analyses are to be presented in every case for the following three (3) group:

- Traditional Public Schools
- Charter schools
- Non-Public Schools

Each section of the Contract Report is to contain descriptions and analyses of the student groups listed above, and that the Administration Contractor may rearrange the order, add, delete, and otherwise modify the Contract Report format with prior approval of the OEAA Contract Compliance Inspector.

1.104.R On-Site Assistants

On-site assistants are individuals selected and instructed by OEAA to assist staff in addressing and completing MEAP related activities. These assistants may either be subcontracted or employed by the Administration Contractor, but these resources may not be used in the calculation of the resources needed to meet the deliverables and timelines required by the other sections of this Contract. Any and all assistants will be intermittently assigned a significant amount of work to be completed in a short period of time. At the sole discretion of the OEAA Contract Compliance Inspector each assistant may or may not be used during the timeframe of this Contract. Written approval from the OEAA Contract Compliance Inspector to the Administration Contractor must be given for each assistant prior to beginning work on any assignment. Cost for this work should be actual plus the Contractor's required mark-up. It is estimated that up to \$350,000 per year should be allocated for this work.

1.104.S Communications with OEAA

All requests by key OEAA staff for information must be fulfilled by the Administration Contractor in a timely manner. Requests for information about the internal operational details, schedule status, risks, issues, and details of IT processes shall be fulfilled within a maximum of two (2) business days by the Administration Contractor. Such information must provide OEAA sufficient detail to fully understand the operations and issues. Any information regarding proprietary processes or procedures shall be only used, by OEAA staff, for understanding and resolving issues and risks.

**1.104.T Contractor Staffing Requirement**

At no time shall the Administration Contractor indicate that tasks cannot be performed because sufficient staffing and resources are not available. It shall be assumed that the Contractor has or will obtain sufficient staffing and resources to perform all of the tasks within the established timelines of this Contract, as well as any additional tasks that are included in their bid.

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

1.104.UOEAA Access to MEAP Administration Contractor's Primary Project Manager(s)

OEAA shall have direct access to the Administration Contractor's and its Subcontractors' primary project manager(s) assigned to the various OEAA assessments. Direct access shall be available from 8:00 AM until 5:00 PM Eastern Standard Time/Eastern Daylight Time (EST/EDT), Monday through Friday, throughout the duration of this contract. Additional hours of direct access shall be available as appropriate to current tasks (e.g. printing may occur over the weekend and at nights, websites may go down outside office hours). Contractor primary project managers shall be obligated to recognize OEAA callers by caller ID and answer the phone immediately, or to assure that all calls are returned by an appropriate party who can address the issue within an hour.

When the Administration Contractors' (or its Subcontractors') primary project manager(s) are sporadically unavailable (e.g. vacation, illness, travel), OEAA shall have the same access to a designated proxy who is generally up to speed on current issues and who shall respond as described above. When Contract Project Manager Chris McCown is unavailable, Ms. Frances Barnes, Assistant Contract Project Manager, or another staff member familiar with the MEAP project and will be sufficiently authorized to act in his absence when necessary

1.2 Roles and Responsibilities**1.201 Contractor Staff, Roles, and Responsibilities**

Key personnel contract roles for this Contract include:

- Contract project manager
- Operations manager
- Production manager(s)
- Distribution manager
- Scoring/reporting manager(s)
- Lead psychometricians
- IT project manager
- Database administrator
- Call center manager
- Committee meeting coordinator(s)
- Any other key personnel (dedicated more than 20% of time) that are needed to meet the requirements of this RFP.

See section 2.506 for additional personnel requirements.



Key Project Staff – Measurement Incorporated

Role on MEAP	Staff Member	% Time on MEAP in Typical Year	% Time on Other Projects in Typical Year
President, Measurement Incorporated	Dr. Henry H. Scherich	6	94
Senior VP, Research & Development	Dr. Michael Bunch	10	90
Senior VP, Handscoring	Ms. Wendy Littlefair	10	90
Manager, IT Services	Mr. Nelson Androes	21	79
Contract Project Manager	Mr. Chris McCown	100*	0
Assistant Contract Project Manager	Ms. Frances Barnes	70*	0
Operations Manager	Mr. Tom deGuehery	43	57
Assistant IT Operations Manager	Ms. Kaaren Johanson	17	83
Production (Printing) Manager	Ms. Amy Gery	1	99
Distribution Manager	Mr. Joe Martin	30	70
Handscoring Manager	Ms. Nancy Shaw	50	50
Handscoring Project Monitors:			
Charlotte (Writing 5&6)	Ms. Jeri English	30	70
Durham (Writing 7&8)	Ms. Frances Barnes	30*	0
Grand Rapids (Reading)	Mr. Steve Zrimec	30	70
Greensboro (Social Studies, Math)	Mr. Jim Smothers	30	70
Ypsilanti (Writing 3&4, Science 5&8)	Ms. Nancy Shaw	50	50
Scoring Directors:			
Math Grades 4,6&8	Mr. Christopher Carter	26*	74
Reading Grades 3&4	Mr. Jonas Bjork	26*	74
	Ms. Kathryn Blaha	26*	74
Reading Grades 5&6	Ms. Joann Bolks	26*	74
	Mr. Robert Finn	26*	74
Reading Grades 7&8	Mr. Michael Flory	26*	74
	Mr. Victor Lancina	26*	74
Science Grades 5&8	Mr. Mario Gasparro	26*	74
	Ms. Mary Reilly	26*	74
Social Studies Grades 6&9	Ms. Iris Kirkman	26*	74
	Ms. Meissa Garner	26*	74
Writing Grades 3&4	Ms. Danielle Choquette	26*	74
	Ms. Karen Wyerman	26*	74
Writing Grades 5&6	Mr. Ed Nuttall	26*	74
	Ms. Phyllis Williams	26*	74
Writing Grades 7&8	Ms. Kathy Riley	26*	74
	Ms. Julie St. John	26*	74
Writing Short Answer 3&4	Mr. Robert Decker	26*	74
Writing Short Answer 5&6	Ms. Diane Dautel	26*	74
Writing Short Answer 7&8	Ms. Susan Fields	26*	74
Scanning Manager	Mr. Jason Grover	33*	67
Data Entry Supervisor	Ms. Becky McAdams	9*	91
Image Scanning Supervisor	Mr. Russ LaFever	52*	48
Director of Psychometric Services	Dr. Craig Deville	17	83
Lead Psychometricians	Dr. Irene Hendrawan	50	50
	Dr. Arianto Wibowo	50	50
Senior Editor	Mr. Steven Heavner	20	80
IT Project Managers	Mr. Travis Wicker	40	60
	Mr. James Henning	50*	50
Database Administrator	Ms. Paula Mabunga	17	83
Programmer Analysts	Ms. Kim Alden	22*	78
	Mr. Chris Smith	22*	78



Quality Assurance Analysts	Ms. Jane Ridlon Ms. Kim Crocker Mr. Joe Kershner	40* 33* 26*	60 77 74
Resource Leads			
Imaging/Scanning System	Mr. Tim Kennedy	30*	70
Scoring System	Ms. Tanuja Doijad	65*	35
Material Return Tracking	Mr. Brian Timberlake	39*	61
Data Collection	Mr. Michael Stone	22*	88
Enrollment Collection	Mr. Brian Timberlake	39*	61
IT Architect	Mr. Sloan Holliday	26	74
Network Operations Manager	Mr. Eric Lewis	13	87
Call Center Manager	Ms. Shana Scudder	57	43
Committee Meeting Coordinator	Ms. Donna Barnes	26	74

*These individuals will devote 100% of their time on the MEAP project during the project activity window.

Key Project Staff – LASON/HOV

Role on MEAP	Staff Member	% Time on MEAP	% Time on Other Projects
Operations Manager	Mr. Keith Saagman	20	80
Distribution Manager	Mr. Kevin August	30	70
IT Project Manager	Mr. Ravi Shankar	30	70
Reporting Manager	Ms. Debby Guskovict	20	80
Reporting System Resource Lead	Mr. Harish Gowda	20	80
Production Control Manager	Ms. Judy Diener	20	80
Quality Control Manager	Mr. Jeff Shipp	20	80

Independent Evaluator Consultant Staff

Role on MEAP	Staff Member	% Time on MEAP	% Time on Other Projects
Independent Evaluation	Dr. John Keene	20	80
Psychometricians (AES)	Dr. Thomas Hirsch	20	80

Accommodated Materials

Role on MEAP	Staff Member	% Time on MEAP	% Time on Other Projects
Project Manager (Cheeney Media)	Ed Cheeney	35	65
Production Manager (Cheeney Media)	Jan Cheeney	100	100
Production Manager (Cheeney Media)	Holly Giesman	75	25
Other (Cheeney Media)	TBD	20	80

**1.202 State Staff, Roles, and Responsibilities**

All roles described here may be filled by different persons than those listed here, but all roles will be filled. The following are the anticipated primary contacts:

Contract Compliance Inspector

Joseph Martineau
Program Director, OEAA
Michigan Department of Education

OEAA Director and ELL Coordinator

Marilyn Roberts
Office Director, OEAA
Michigan Department of Education

Financial Officer

Al Gat
Financial Manager, OEAA
Michigan Department of Education

Information Systems Project Specialist

David Judd
Department Project Specialist, OEAA
Michigan Department of Education

MEAP Manager

Joseph Martineau
Manager of General Assessment, OEAA
Michigan Department of Education

MEAP Schedule Monitor

Bob Nelson
Department Manager, OEAA
Michigan Department of Education

MEAP Administration Manager

Jim Griffiths
Manager of Assessment Administration, OEAA
Michigan Department of Education

MEAP Assessment Development Coordinator

Bill Brown
Coordinator of Test Development, OEAA
Michigan Department of Education

ASWDP Coordinator

Peggy Dutcher
Coordinator of Development and Administration of Assessment for Students with Disabilities, OEAA
Michigan Department of Education

Information Technology Project Manager

Scott Thompson
Client Service Director for OEAA/CEPI
Department of Information Technology



1.203 Other Roles and Responsibilities

Assessment items and assessment booklets will be developed under an existing separate contract. A new contract for item and assessment development will likely be issued during the period covered by this Contract. As a part of the Contract, the Contractor for this Contract will be responsible to coordinate with the current Development Contractor and any new Development Contractor(s) that may be selected during the period covered by the Contract.

1.3 Project Plan

1.301 Project Plan Management

This Contract covers three (3) academic years. The timeline for the first academic year (2008-2009) is illustrated in section 1.104.D. The following two (2) academic years (and any optional renewal years that may be granted) should follow a similar timeline. The Administration Contractor shall prepare and OEAA shall approve the project format and all baseline timelines. Any adjustments to major deliverable deadlines (i.e. students taking assessments or reporting results) can only be approved by the Contract Compliance Inspector.

1. The Contractor will carry out this project under the direction and control of the OEAA.
2. Within five (5) working days of the award of the Contract, the Contractor will submit to the State project manager(s) for final approval a work plan.
 - a. This work plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
 - i. The Contractor's project organizational structure.
 - ii. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - iii. The project breakdown (work plan) showing sub-projects, activities and tasks, and resources required and allocated to each.
 - iv. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the work plan.
3. The Contractor will manage the project in accordance with the PMBOK® (Project Management Body of Knowledge from the Project Management Institute) and the state's Project Management Methodology (PMM). Methodology is available at www.michigan.gov/projectmanagement.
 - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
 - i. Staffing tables with names of personnel assigned to Contract tasks.
 - ii. Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 60 calendar days, updated semi-monthly).
 - iii. Updates must include actual time spent on each task and a revised estimate to complete.
 - iv. Graphs showing critical events, dependencies and decision points during the course of the Contract.
 - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

The Administration Contractor will maintain the project plan and timeline on a continuous basis. Any changes to the timeline shall be communicated to the Contract Compliance Inspector and designated OEAA staff in writing explaining the reason for the change and the impact on the overall schedule.

The Administration Contractor will provide reports to the Contract Compliance Inspector and all appropriate parties illustrating the plan and timeline for the respective assessment cycle at the beginning of each Kick-Off meeting. Then follow up with a revised plan and timeline with any changes noted within five (5) business days after the conclusion of the respective Kick-Off meeting. The OEAA Contract Compliance Inspector shall be provided a copy of the revised schedule for written approval. The resulting schedule from the kick-off meeting shall be referred to as the baseline schedule. If anything should arise after that point the Administration Contractor shall refer to section 1.401.



The project schedule must be updated weekly at the least, and must be updated immediately upon impacts to OEAA-designated milestones. The Administration Contractor shall have at all times sufficient resources assigned to scheduling to maintain this update frequency. All schedules shall retain the baseline schedule along with the actual dates of completion of all tasks. The schedules should be developed to facilitate the Administration Contractor's work, but must also respond to OEAA needs for monitoring the Contractor performance and for monitoring OEAA staff performance. A format of a milestone schedule that must be presented at each management meeting must be approved by OEAA. Additional tasks and formatting may be added by the Administration Contractor to suit internal needs. OEAA will not closely follow the status of internal tasks, but will expect that if delays and/or changes to any internal tasks affect OEAA-designated milestones, those effects will be *immediately* reflected in the schedule.

OEAA will have a designated schedule monitor who will request periodic updates on progress of timelines and deliverables to monitor Contractor and OEAA performance. The OEAA schedule monitor will present deadlines for receiving updates of five (5) business days, two (2) business days, close of business (COB), and urgent (within two (2) hours). The duration allowed for updates is dependent on the severity of the issue(s) impacting the schedule and the reliability of the Contractor to provide accurate and informative schedules. If the Contractor is performing adequately, COB and urgent updates will be rare.

The Administration Contractor must comply with requests for updates and deadlines associated with those requests.

1.302 Reports

See Section 1.104A through 1.104U for specific reporting requirements.

1.4 Project Management

1.401 Issue Management

Issues are those things that endanger the project by affecting the schedule, scope, quality, or budget. It includes imminent threats and events that may have already occurred. Action items are tasks assigned to persons at meetings, with deadlines for completion.

Once an issue or action item has been identified by the Administration Contractor, the Administration Contractor shall follow these steps:

1. Immediately communicate the issue in writing to the Contract Compliance Inspector, OEAA Director, the respective OEAA manager and other appropriate state staff.
2. The Administration Contractor will log it into an issue/action item tracking system.
3. Identify what needs to be done and resources needed to correct the issue.
4. Receive approval from the Contract Compliance Inspector for appropriate action.
5. Keep Contract Compliance Inspector and appropriate State staff informed on status of issue based on frequency established by the Contract Compliance Inspector.
6. At least weekly provide a listing of all issues with their current status, deadlines to correct and actual dates of completion that have occurred over the previous six months to the Contract Compliance Inspector.

All issues and action items are to be tracked in an issue tracking system easily accessible to OEAA that clearly designates the date the issue was discovered, the date it was communicated to OEAA, the status of the issue, a description of the issue, and (when the issue is expected to be resolved) the method and date of resolution.

The design and functionality of the issue tracker must be approved by OEAA. When a new significant issue (one that would impact timelines for deliverables) arises, the issue must be reported immediately to OEAA. **Significant internal meetings and discussion concerning the issues shall not be allowed to delay notification of the issues to OEAA officials.** An immediate update of the issue tracking system to include all significant issues is also required.

1.402 Risk Management

Risk and Issues are not the same. Risks are those things that you can assume or anticipate in a project. Issues are imminent threats or things that have already occurred.



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

- Review the project plan and timelines to ensure resources are, or will be, available.
- Identify deadlines for items and assessment material designs to allow sufficient time to produce.
- Qualitative review and approval of assessment materials by OEAA staff designated by the Contract Compliance Inspector; at a minimum of the beginning, middle and end of production.
- Approval for actual quantities to produce shall be given in writing by the Contract Compliance Inspector, or designee.
- Accurate tracking of the delivery, retrieval, logging, scanning, and storage of all assessment materials.
- Preventative maintenance and accurate calibration of scanning equipment.
- Identify data management and backup procedures.

1.403 Change Management

Any changes to timelines or project deliverables shall be proposed to the Contract Compliance Inspector for approval prior to the change taking effect.

Alterations to the Statement of Work:

If either of the parties wishes to alter the Specifications or the Statement of Work the following procedure will apply:

- a. The person who requests the change (the Originator) will forward to the OEAA Project Manager, a Change Control Request Form. Include a priority/classification on the request. This form must be completed as much as possible for someone unfamiliar with the either the change or contract to fairly understand what will happen with the change. It may be necessary at times if a lot of detail is required to include a Statement of Work (SOW).
- b. The OEAA Project Manager will assign a number to and log each Change Control Request.
- c. The OEAA Project Manager will consult with the DIT Project Manager, if the request is IT related.
- d. The OEAA Project Manager will send the Change Control Request (and SOW if included) to the vendor.
- e. The vendor will determine a cost and estimated time to complete and send this info back to the Project Manager.
- f. The OEAA Project Manager will negotiate the final price with the vendor and determine if the change will be made.
- g. If so, the OEAA Project Manager and vendor will sign the Change Control Request.
- h. If not, the change will not be implemented.
- i. The OEAA Project Manager will send the signed Change Control Request (and SOW, if it was included), along with the vendor quote to the Contract Compliance Inspector. The Contract Compliance Inspector will track the costs of all changes.
- j. The Contract Compliance Inspector will send the vendor, the DIT Project Manager, and the OEAA Project Manager, the approved Change Control Request (and SOW, if it was included).
- k. Upon approval of the Change Control Request, work can begin at the scheduled time.

Changes to the Contract:

If a proposed contract change is approved by the Contract Compliance Inspector, the Contract Compliance Inspector will submit a request for change to the Department of Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.

1.5 Acceptance**1.501 Criteria**

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

- Materials produced match the design provided and approved in writing by the Contract Compliance Inspector.
- The quantity of materials produced equals what was approved in writing by the Contract Compliance Inspector.
- The quality of the materials meets the specifications of the contract.
- Standard Setting meetings conducted as specified within the contract.
- All materials produced have been accurately tracked and current location is on record. Any materials considered lost, misplaced, or in a condition of not readable are not acceptable.
- All reports and data files meet the specification of the contract.
- All designated reports and data files are delivered to the State with acceptance in writing from the Contract Compliance Inspector.
- All answer documents are stored in a secure and environmentally controlled location during the length of the contract.
- All materials to be destroyed are done so in confidential manner.

1.502 Final Acceptance

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

- The Contract Compliance Inspector has approved the final reports.
- The final reports have been delivered to the appropriate location.
- All final data files related to the cycle have been transferred to the State and approved by the Contract Compliance Inspector.

1.6 Compensation and Payment**1.601 Compensation and Payment**

Notwithstanding any adjustments due to Article 2, compensation will be through an invoicing process for actual items and quantities approved in writing by the OEAA Contract Compliance Inspector and actually provided/produced by the Administration Contractor that meets the specification of this Contract and using the appropriate rates provided by the Contractor in Appendix N: Pricing List. With each invoice the Administration Contractor shall provide a report that lists, at minimum for each line item being billed, the quantities ordered, the quantities actually provided/produced, and the actual quantities used.

All rates for compensation are detailed in Appendix N: Pricing List.

All rates are stand-alone. If any line in the pricing list is reduced or increased in part, or in its entirety, it shall not affect that or any other price/rate. Any pre-approved travel expenses will be billed at a rate no higher than the then current State Travel Re-imbursement Rate as listed on the Department of Management website.

Quantities listed in the Pricing List are estimates only and the State does not commit to ordering any specific quantity. They are not to be construed as an order. The Administration Contractor must have written approval of quantities and/or tasks from the OEAA Contract Compliance Inspector (or designee) before beginning work on any line item.

With the exception of severe market changes outside the control of the Contractor after the date the Contractor's original proposal was submitted, any short-sightedness of the Administration Contractor to provide sufficient resources for the deliverables of this Contract and within the established timelines shall not be an acceptable reason for changing any price/rate.

1.7 Reserved



Article 2 – General Terms and Conditions

2.010 Contract Structure and Administration

2.011 Definitions

Capitalized terms used in this Contract (including its Exhibits) shall have the meanings given below, unless the context requires otherwise:

- (a) “Days” means calendar days unless otherwise specified.
- (b) “24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
- (c) “Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. “Additional Service” does not include New Work.
- (d) Reserved.
- (e) “Audit Period” has the meaning given in **Section 2.111**.
- (f) “Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
- (g) “Incident” means any interruption in Services.
- (h) “Business Critical” means any function identified in any Statement of Work as Business Critical.
- (i) “Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work
- (j) “Key Personnel” means any Personnel designated in **Article 1, Section 1.201** as Key Personnel.
- (k) “New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. “New Work” does not include Additional Service.
- (l) “Services” means any function performed for the benefit of the State.
- (m) “State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
- (n) “Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.
- (o) “Work in Process” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

2.012 Attachments and Exhibits

All Attachments and/or Exhibits attached to any, and all Statement(s) of Work, attached to, or referencing this Contract, are incorporated in their entirety into, and form part of, this Contract.

2.013 Statements of Work

- (a) The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract, or an amendment to this Contract (see 2.106). Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.
- (b) Unless otherwise agreed by the parties, each Statement of Work (as defined in Article 1) will include, or incorporate by reference to the appropriate Contract Article 1 Attachment containing, the following information:
 - a description of the Services to be performed by Contractor under the Statement of Work;
 - a project schedule (including the commencement and completion dates for all tasks, subtasks (for all projects of sufficient duration and complexity to warrant sub task breakdown), and Deliverables;
 - a list of the Deliverables to be provided, if any, including any particular specifications and acceptance criteria for such Deliverables, and the dates on which the Deliverables are scheduled to be completed and delivered to the State;
 - all Deliverable price schedules and other charges associated with the Statement of Work, the overall fixed price for such Statement of Work and any other appropriate pricing and payment terms;



- a specification of Contractor's and the State's respective performance responsibilities with respect to the performance or completion of all tasks, subtasks and Deliverables;
 - a listing of any Key Personnel of Contractor and/or its Subcontractors for that Statement of Work and any future Statements of Work;
 - any other information or provisions the parties agree to include.
- (c) Reserved.
- (d) The initial Statements of Work, as of the Effective Date, are attached to this Contract.

2.014 Issuing Office

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

Melissa Castro, CPPB
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: castrom@michigan.gov
Phone: 517-373-1080

2.015 Contract Compliance Inspector

The Director of DMB Purchasing Operations, in consultation with MDE, directs that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by Purchasing Operations.** The Contract Compliance Inspector for this Contract is:

Joseph Martineau
Michigan Department of Education
Office of Educational Assessment & Accountability
P.O. Box 30008
Lansing, MI 48909

2.016 Project Manager - Reserved

2.020 Contract Objectives/Scope/Background

2.021 Reserved

2.022 Reserved

2.023 Reserved

2.024 Reserved

2.025 Form, Function and Utility

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

2.030 Legal Effect and Term**2.031 Legal Effect**

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.032 Contract Term

This Contract is for a period of three (3) years commencing March 5, 2008 through January 31, 2011. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.033 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods. Successful completion of negotiations surrounding the terms of the extension, will be a pre-requisite for the exercise of any option year.

2.040 Contractor Personnel**2.041 Contractor Personnel**

- (a) Personnel Qualifications. All persons assigned by Contractor to the performance of Services under this Contract shall be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and shall be fully qualified to perform the work assigned to them. Contractor shall include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent Contractors engaged by Contractor solely in a staff augmentation role shall be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent Contractor relationship.
- (b) Key Personnel
 - (i) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated.
 - (ii) Key Personnel shall be dedicated as defined in the Contract 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.
 - (iii) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. Additionally, the State's request shall be based on legitimate, good-faith reasons. Proposed alternative for the individual denied, shall be fully qualified for the position.
 - (iv) Contractor shall not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment.



It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides thirty (30) days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.210**.

- (c) Re-assignment of non-Key Personnel. Prior to re-deploying to other projects, at the completion of their assigned tasks on the Project, teams of its non-Key Personnel who are performing Services on-site at State facilities or who are otherwise dedicated primarily to the Project, Contractor will give the State at least ten (10) Business Days notice of the proposed re-deployment to give the State an opportunity to object to the re-deployment if the State reasonably believes such team's Contract responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.
- (d) Re-assignment of Personnel at the State's Request. The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement personnel for the removed person shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with removed personnel results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted in **Section 2.076** for a time as agreed to by the parties.
- (e) Staffing Levels.
 - (i) All staff requirements not specified in the applicable Statement of Work or State-approved project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Contract administration support staff necessary for Contractor to perform its obligations hereunder.
 - (ii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.
- (f) Personnel Turnover. The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event, notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Contract schedule.
- (g) Location. All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.042 Contractor Identification

Contractor employees shall be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

**2.043 Cooperation with Third Parties**

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other Contractors including the State's Quality Assurance personnel, and, as reasonably requested by the State, to provide to the State's agents and other Contractors with reasonable access to Contractor's Project personnel, systems and facilities to the extent they relate to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access.

2.044 Subcontracting by Contractor

- (a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.
- (b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time agreed upon by the parties.
- (c) In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.
- (d) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.040, 2.110, 2.150, 2.160, 2.171(c), 2.172(b), 2.180, 2.260, 2.276, 2.297** in all of its agreements with any Subcontractors.
- (e) The Contractor shall select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.045 Contractor Responsibility for Personnel

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services.

2.050 State Standards**2.051 Existing Technology Standards**

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.052 Reserved**2.053 Adherence to Portal Technology Tools**

The State has adopted the following tools for its Portal Technology development efforts:

- Vignette Content Management and personalization Tool
- Inktomi Search Engine
- E-Pay Payment Processing Module
- Websphere Commerce Suite for e-Store applications

Unless otherwise stated, Contractor must use the Portal Technology Tools to implement web content management and deployment efforts. Tools used for web-based application development must work in conjunction with Vignette and Inktomi. The interaction with Vignette and Inktomi must be coordinated with DIT, Enterprise Application Services Office, e-Michigan Web Development team.

Contractors that are compelled to use alternate tools must have received an exception from DIT, Enterprise Application Services Office, e-Michigan Web Development team, before this Contract is effective.

2.054 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see www.michigan.gov/dit. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.060 Deliverables**2.061 Ordering**

Any Services/Deliverables to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Compliance Inspector or his/her designee. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, the Contract shall take precedence as stated in **Section 2.293**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying Statement of Work.

2.062 Reserved**2.063 Reserved****2.064 Reserved**

2.070 Performance**2.071 Performance, In General**

The State engages Contractor to execute the Contract and perform the Services/provide the Deliverables, and Contractor undertakes to execute and complete the Contract in its entirety in accordance with the terms and conditions of this Contract and with the participation of State representatives as specified in this Contract.

2.072 Time of Performance

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.072(a)**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and, in such event, shall inform the State of the projected actual delivery date.
- (c) If Contractor believes that a delay in performance by the State has caused or will cause Contractor to be unable to perform its obligations in accordance with specified Contract time periods, Contractor shall notify the State in a timely manner and shall use commercially reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.

2.073 Liquidated Damages

The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within 15 days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.

Liquidated damages will be assessed as follows:

There are five (5) areas in which the performance of the selected Contractor will be most closely monitored. For each of these areas, there is a penalty for failure to perform or to perform adequately. These are listed below:

(1) Materials Distributed to School Districts on Time:

As indicated in the RFP, all necessary assessment materials are to be in school districts no later than two (2) weeks prior to assessment. This date presumes that the Department staff has met their portion of the schedule. If not, the schedule will be adjusted accordingly, and the revised schedule will be used for determination of whether the Administration Contractor has met this portion of the requirements of the Contract.

Failure to meet this requirement: \$10,000 per business day for any or all materials missing from any or all Michigan school districts.



(2) All Answer Documents Returned for Scoring:

It is essential that the Contractor, as well as its shipping Contractor(s), understand that they are responsible for the accurate return of every students' answer folders for scoring. This means having a system or systems in place to track the student answer folders from each local district through the shippers' systems to the Administration Contractor and its log-in process. It is a requirement of this Contract that no answer folders are lost or destroyed. The ideal system would permit local districts to "order" return services, receive shipping materials and instructions, enter the shipments into the shippers' system(s), track the shipments at all points, and be notified when the shipments are received at the Administration Contractor. From the Administration Contractor's perspective, the system should be able to indicate that the shipment has been entered into the shippers' system(s), indicate how many boxes are being returned, track their progress through the shippers' system(s), and indicate that all materials have been received (or which materials are missing so that they can be followed up on).

Failure to meet this requirement: \$75 per grade 3 through 9 answer document lost.

(3) Assessment Results are Accurate:

It is essential to the credibility of the OEAA assessments that the results produced are accurate. This means that each level of reporting (individual student, parent, classroom, school, and/or district) must be accurate. This Contract has a number of steps for quality control in it, so it should be possible for the Administration Contractor to produce accurate data. However, this penalty applies to any or all reports within any one (1) school district.

Failure to meet this requirement: \$10,000 per district in which a reporting error has occurred. This is the total assessable for any and all errors in a district for all of the assessments at any grade or subject area.

(4) Scanning, scoring, and reporting systems verified with a test deck by October 1 of each year:

Failure to provide a fully functional scanning, scoring, and reporting production system including all reports by that date will result in liquidated damages of \$10,000/day, including weekends and holidays, until the systems are approved to the satisfaction of the Contract Compliance Inspector for OEAA or his or her designee.

(5) Assessment Results Returned on Time:

It is essential to the credibility of the OEAA assessments that the results be returned on time. This date presumes that the Department staff has met their portion of the schedule. If not, the schedule will be adjusted accordingly, and the revised schedule will be used for determination of whether the Administration Contractor has met this portion of the requirements of the Contract.

Starting on the 35th day after answer documents have been logged at Contractor's initial receiving site assessment results must be available for the related school district(s). "Logged" is defined as the time when the barcode on the inbound shipping label on each box is scanned via hand held scanner at Contractor's receiving area. Answer documents must be logged within 24 hours of receipt from shipping agent.

Failure to meet this requirement: \$100,000 per week day (including weekends) that the results from any or all districts that have not been posted electronically or printed and shipped to school districts (whichever occurs earlier). To avoid the assessment of liquidated damages, the individual student results and the classroom summaries need to be available to local school districts, by the 35th day.

If a document(s) is placed on hold for a non-Contractor related reason, the hold time does not count toward the 34 days. Time elapsed before the document is officially placed on hold and time after the hold is released does count toward the 34 days.

The total sum of the Liquidated Damages shall not exceed 10% of an assessment cycle's estimated contract total value.

**2.074 Bankruptcy**

If Contractor shall file for protection under the bankruptcy laws, or if an involuntary petition shall be filed against Contractor and not removed within thirty (30) days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish such Works in Process by whatever appropriate method the State may deem expedient. Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

To secure the State's progress payments before the delivery of any services or materials required for the execution of Contractor's obligations hereunder, and any work which Contractor may subcontract in the support of the performance of its obligations hereunder, title shall vest in the State to the extent the State has made progress payments hereunder.

2.075 Time is of the Essence

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

2.076 Reserved

2.080 Delivery and Acceptance of Deliverables - Reserved

2.090 Financial

2.091 Pricing

- (a) **Fixed Prices for Services/Deliverables**
Each Statement of Work/PO issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. To the extent the parties agree that certain specific Services will be provided on a time and materials basis, such Services shall be provided at the agreed upon rate. 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 Compliance Inspector, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.
- (b) **Adjustments for Reductions in Scope of Services/Deliverables**
If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.
- (c) **Services/Deliverables Covered**
For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.
- (d) **Reserved**

2.092 Invoicing and Payment Procedures and Terms

- (a) **Invoicing and Payment – In General**
 - (i) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.



- (ii) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 2.094**.
 - (iii) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.
- (b) Taxes (See Section 2.305 and Article 3, Section 3.022-3.024 for additional)
The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such taxes shall not be included in Contract prices as long as the State maintains such exemptions. Copies of all tax exemption certificates shall be supplied to Contractor, if requested.
- (c) Out-of-Pocket Expenses
Contractor acknowledges that the out-of-pocket expenses that Contractor expects to incur in performing the Services/ providing the Deliverables (such as, but not limited to, travel and lodging, document reproduction and shipping, and long distance telephone) are included in Contractor's fixed price for each Statement of Work. Accordingly, Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.
- (d) Pro-ration
To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.
- (e) Antitrust Assignment
The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
- (f) Final Payment
The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one (1) party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.093 State Funding Obligation

The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Contract. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

2.094 Holdback - Reserved

2.095 Electronic Payment Availability

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

2.100 Contract Management**2.101 Contract Management Responsibility**

- (a) Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.
- (b) The Services/Deliverables will be provided by the Contractor either directly or through its affiliates, subsidiaries, Subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.102 Problem and Contract Management Procedures

Problem Management and Contract Management procedures will be governed by the Contract and the applicable Statements of Work.

2.103 Reserved**2.104 System Changes**

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

2.105 Reserved**2.106 Change Requests**

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be in-scope Services/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.



In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(a) Change Requests

(i) State Requests

If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(ii) Contractor Recommendations

Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.

(iii) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(iv) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(v) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.

(vi) If the State requests or directs Contractor to perform any activities that Contractor believes constitute a Change, Contractor must notify the State that it believes the requested activities are a Change prior to commencing the performance of the requested activities. If Contractor fails to so notify the State prior to commencing performance of the requested activities, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. If Contractor commences performance of gratuitous services outside the scope of this Contract and subsequently elects to stop performing such out-of-scope services, Contractor must, at the request of the State, back out or reverse any changes resulting from such performance that would adversely affect the Contract.

2.107 Reserved

2.110 Records and Inspections

2.111 Records and Inspections

(a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.



(b) Examination of Records. Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon 20 days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

(c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

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

2.112 Errors

- (a) If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor shall pay all of the reasonable costs of the audit.

2.120 State Responsibilities

2.121 State Performance Obligations

- (a) Equipment and Other Resources. To facilitate Contractor's performance of the Services/Deliverables, the State shall provide to Contractor such equipment and resources as identified in the Statements of Work or other Contract Exhibits as items to be provided by the State.
- (b) Facilities. The State shall designate space as long as it is available and as provided in the Statement of Work, to house Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.
- (c) Return. Contractor shall be responsible for returning to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.



- (d) Except as otherwise provided in **Section 2.220**, the State's failure to perform its responsibilities as set forth in this Contract shall not be deemed to be grounds for termination by Contractor. However, Contractor will not be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by nonperformance of the State's obligations under this Contract, provided Contractor provides the State with reasonable written notice of such nonperformance and Contractor uses commercially reasonable efforts to perform notwithstanding the State's failure to perform. In addition, if the State's nonperformance of its responsibilities under this Contract materially increases the time required for Contractor's performance or Contractor's cost of performance, Contractor shall be entitled to seek an equitable extension via the Change Request process described in **Section 2.106**.

2.130 Security

2.131 Background Checks

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See www.michigan.gov/dit. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.140 Reserved

2.150 Confidentiality

2.151 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.152 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

**2.153 Protection of Confidential Information**

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

2.154 Exclusions

Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

2.155 No Implied Rights

Nothing contained in this Section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.156 Remedies

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

2.157 Security Breach Notification

In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.

2.158 Survival

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

**2.159 Destruction of Confidential Information**

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

2.160 Proprietary Rights**2.161 Ownership**

Ownership of Work Product by State. All Deliverables shall be owned by the State and shall be considered works made for hire by the Contractor for the State. The State shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

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

2.162 Reserved**2.163 Rights in Data**

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

2.164 Ownership of Materials

State and Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.165 Standard Software

If applicable and necessary, all Standard Software used in performing the Services shall be provided to the State under a separate license agreement between the State and the owner (or authorized licensor) of such software.

**2.166 Pre-existing Materials for Custom Software Deliverables - Reserved****2.167 General Skills**

Notwithstanding anything to the contrary in this Section, each party, its Subcontractors and their personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the Services, so long as it or they acquire and apply the foregoing without disclosure of any confidential or proprietary information of the other party.

2.170 Warranties And Representations**2.171 Warranties and Representations**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.



- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such contract.

2.172 Software Warranties

(a) Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of 90 days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

(b) No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

(c) Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.



The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show four (4) digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

(d) Third-party Software Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.173 Reserved

2.174 Reserved

2.175 Standard Warranties

(a) Warranty of Merchantability

Deliverables shall be merchantable. All Deliverables shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor on the container or label.

(b) Warranty of fitness for a particular purpose

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

(c) Warranty of title

Contractor shall convey good title in those Deliverables, whose transfer is right and lawful. All Deliverables provided by Contractor shall be delivered free from any security interest, lien, or encumbrance. Deliverables shall be delivered free of any rightful claim of any third person of ownership, interest, lien or encumbrance.

2.176 Consequences For Breach

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

2.180 Insurance

2.181 Liability Insurance

(a) Liability Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.



The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

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

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

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

See http://www.mi.gov/cis/0,1607,7-154-10555_22535---,00.html.

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

Before the Contract is signed by both parties or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked ☒ below:

- ☒ 1. Commercial General Liability with the following minimum coverage:
- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit
 - \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED(S) on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED(S) on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.



Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☒ 4. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

☒ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

☒ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☒ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

☒ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

(b) Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

(c) Certificates of Insurance and Other Requirements

Contractor shall furnish to Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least 30 days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.190 Indemnification**2.191 Indemnification****(a) General Indemnification**

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

(b) Code Indemnification

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

(c) Employee Indemnification

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(d) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.192 Continuation of Indemnification Obligations

The Contractor's duty to indemnify pursuant to this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

2.193 Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract:



(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within 10 days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

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

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.200 Limits of Liability and Excusable Failure

2.201 Limits of Liability

The Contractor's liability for damages to the State shall be limited to two (2) times the value of the Contract. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks 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 attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall 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 attorney's fees awarded by a court in addition to damages after litigation based on this Contract.



2.202 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its Subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State shall not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to Contractor, except to the extent that the State shall pay for Services/Deliverables provided through the date of termination.

Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.203 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

2.210 Termination/Cancellation by the State

The State may terminate this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

2.211 Termination for Cause

(a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 2.076**), which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State (such time period not to be less than 30 days), or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.



(b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of 50% more than the prices for such Service/Deliverables provided under this Contract.

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

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

2.212 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

2.213 Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise made available, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in such manner and for such periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.

(c) In the event the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor pursuant to this Section, the State shall pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. For the avoidance of doubt, this Section will not preclude Contractor from reducing or stopping Services/Deliverables and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

**2.214 Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Contractor's business integrity.

2.215 Approvals Rescinded

The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.216 Rights and Obligations Upon Termination

(a) If this Contract is terminated by the State for any reason, Contractor shall (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 this 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) in the event that the Contractor maintains title in Deliverables that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (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) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.217 Reservation of Rights

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

2.218 Contractor Transition Responsibilities

In the event this contract is terminated, for convenience or cause, dissolved, voided, rescinded, nullified, expires or is otherwise rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 270 days.



These efforts shall include, but are not limited to, the following:

(a) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or 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 will notify all of Contractor's Subcontractors of procedures to be followed during transition.

(b) Information - The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

(c) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

(d) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) approved by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.219 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.220 Termination by Contractor

2.221 Termination by Contractor

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 2.090**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than 30 days), then Contractor may terminate this Contract, in whole or in part based on Statement of Work for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.

2.230 Stop Work

2.231 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this **Section 2.230**.



Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.210**.

2.232 Cancellation or Expiration of Stop Work Order

If a stop work order issued under this **Section 2.230** is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.106**.

2.233 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, such termination shall be deemed to be a termination for convenience under **Section 2.212**, and the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.230**.

2.240 Reserved

2.250 Dispute Resolution

2.251 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work shall be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's Contract Compliance Inspector or his designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

2.252 Informal Dispute Resolution

- (a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 2.100**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
- (i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.



- (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.
- (b) This **Section 2.250** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 2.253**.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to the Contract.

2.253 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.252** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.254 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.210** and **2.220**, as the case may be.

2.260 Federal and State Contract Requirements

2.261 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Contract.

2.262 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, *et seq.*, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.263 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see www.michigan.gov/dcs.

2.270 Litigation**2.271 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement to the Contract Compliance Inspector within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

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

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

- (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 shall notify Purchasing Operations.
- (2) Contractor shall also notify Purchasing Operations within thirty (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 shall also notify Purchasing Operations within thirty (30) days whenever changes to company affiliations occur.

2.272 Governing Law

The Contract shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.273 Compliance with Laws

Contractor shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in providing the Services/Deliverables.

**2.274 Jurisdiction**

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.280 Environmental Provision - Reserved2.290 General**2.291 Amendments**

The Contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties.

2.292 Assignment

(a) Neither party shall have the right to assign the Contract, or to assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform the Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. In the event of any such permitted assignment, Contractor shall not be relieved of its responsibility to perform any duty imposed upon it herein, and the requirement under the Contract that all payments shall be made to one entity shall continue.

2.293 Entire Contract; Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to such subject matter and as additional terms and conditions on the purchase order shall apply as limited by **Section 2.061**.

(b) In the event of any inconsistency between the terms of the Contract and a 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 **Sections 2.110 through 2.220** of the Contract, which may be modified or amended only by a formal Contract amendment.

2.294 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.295 Relationship of the Parties (Independent Contractor Relationship)

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

**2.296 Notices**

(a) Any notice given to a party under the Contract shall be deemed effective, if addressed to such party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

State of Michigan
Purchasing Operations
Attention: Melissa Castro
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:

Measurement Inc.
Henry Scherich
423 Morris St.
Durham, NC 27701

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

(b) **Binding Commitments**

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

2.297 Media Releases and Contract Distribution

(a) **Media Releases**

Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to the Contract, the Services or the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.

(b) **Contract Distribution**

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.298 Reformation and Severability

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.299 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.

2.300 No Waiver of Default

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

**2.301 Survival**

Any provisions of the Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.302 Covenant of Good Faith

Each party agrees that, in its dealings with the other party or in connection with the Contract, it shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.303 Permits

Contractor shall obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.304 Website Incorporation

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.305 Taxes

Vendors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes defined in Section 3.022 for all persons involved in the resulting Contract.

2.306 Reserved**2.307 Call Center Disclosure**

Contractor and/or all Subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this Contract.

2.308 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a leading edge on the competitive RFP.

2.310 Reserved

2.320 Extended Purchasing - Reserved

2.330 Federal Grant Requirements - Reserved



Appendix Listing

Appendix A: General Material Specifications

Appendix B: MEAP Materials List

Appendix C: Reserved

Appendix D: Contract Report Outline

Appendix E: Reserved

Appendix F: Information Technology Quality Plan

Appendix G through Appendix L: Reserved

Appendix M: Current Test Deck and Customer Acceptance Rules

Appendix N: Pricing List



Appendix A: General Materials Specifications

Each content area should be printed in black ink on white paper, such that the items on one page do not interfere with those printed on the reverse side. The front cover of each assessment booklet shall also be white paper, but the cover should be printed in an ink color unique to the content area. For example, green might be used for the cover of all Mathematics assessment booklets, brown for the cover of all ELA (reading and writing,) booklets, and so forth. The shade should vary by grade (e.g. darkest green for the third grade mathematics assessments, less dark green for the fourth grade assessments, light green for the seventh grade math assessments, lightest green for the eighth grade math assessments). Answer documents should also contain printing in the same color of ink as the assessment booklets to make obvious the connection between answer documents and the corresponding booklets.

The total number of assessment forms developed per contract year will be 10 per grade level for Mathematics (grades 3 through 8), ELA (grades 3 through 8), and Science (grades 5 and 8), with 7 per grade level for Social Studies (grades 6 and 9). This will result in a total of 60 assessment forms each for Mathematics and ELA, 20 forms for Science and 14 forms for Social Studies. OEAA expects that this number of operational forms will be used for each assessment cycle.

The operational MEAP assessment booklets will consist of the multiple-choice and constructed-response items specified above in this section. Each assessment will be untimed, although a maximum allowable time (e.g., two hours) will be specified for each assessment. Each assessment booklet will be separated into two-to-three sections to allow for breaks in assessment. All answers are marked in machine-scannable answer documents. The separation may be done by color-coding or by providing separate sections on the answer documents for the two-to-three sections of the assessment. An outside seal will enclose both sections of the assessment booklet and an inner seal will hold fast the second (and possibly third) section. In MEAP assessment booklets, the field test items will be embedded within their content area. The position of field test items may change from assessment cycle to assessment cycle, but must remain constant within an assessment cycle.

For grade 3 only, the assessment booklet should provide space for students to mark their responses, and should be scannable (that is, no separate Answer Document should be used in grade 3). A separate assessment booklet and answer document will be used for each subject area in grades 4 through 9.

1. Overall Quality: All documents must be of typeset quality. All graphics must meet professional commercial standards. The quality of the materials (i.e., paper, ink) used to produce all documents must meet with the Contract Administrator's approval.
2. Printing and Approval Process: All printed documents must undergo the following steps:
 - a. The Administration contractor creates an initial mockup
 - b. The Contract Administrator reviews the initial mockup and submits changes or corrections, as needed
 - c. The Administration contractor develops page proofs. Two sets of page proofs are submitted to the Contract Administrator



- d. The Contract Administrator has three (3) business days to review page proofs. The Contract Administrator returns one set of page proofs to the Administration contractor with corrections marked, as needed. The Contract Administrator retains the second set of page proofs.
- e. Steps c and d are repeated until the Contract Administrator gives written approval of page proofs.
- f. The Administration contractor produces blueline proofs. Two sets of blueline proofs are submitted to the Contract Administrator.
- g. The Contract Administrator reviews blueline proofs. The Contract Administrator returns one set of blueline proofs to the Administration contractor with corrections marked, as needed. The Contract Administrator retains the second set of blueline proofs.
- h. Steps f and g are repeated until the Contract Administrator gives written approval to print.

The process for all documents for which the Contract Administrator provides a complete camera-ready copy will begin with step c.

3. Assessment Booklets:

All assessment booklets (including paper, video, braille, enlarged, audio, and video versions) at all grade levels are secure documents that must be returned by the school district to the vendor after the assessment is finished. Districts are required to return to the Administration contractor the Assessment Security Compliance Forms as given in additional appendices. The Administration contractor must store form A in alphabetical order and provide to the Contract Administrator on request. Forms B and C are not returned to the Administration contractor, but are stored in the district Assessment Coordinator's office.

All assessment booklets will be printed and produced to yield booklets printed two-sided on approximately 30# white offset stock with color cover ink (black and blue PMS 1234 [or red PMS #####, etc]) and black inside ink. The paper must be of good quality as to not allow any bleed through and readability of text to the opposite side. Bidders must provide samples of the paper with print on both sides that they propose to use with the MEAP materials. All non-accommodation versions of the test materials should be printed with 8.5" x 11" pages.

The Development contractor or the OEAA Contract Administrator will provide a camera-ready copy of all assessment booklets.

4. Answer Documents:

- a. There will be one (1) answer documents per subject per grade.
- b. Top right corner clip on all answer documents.
- c. As referenced in section 1.104.D.4, the Administration contractor must propose a mechanism to ensure that all pages of an Answer Document stay linked when the booklet is physically separated to facilitate scoring. This includes pages containing student identification information, multiple-choice items, and constructed-response items. The Contract Administrator must approve the Administration contractor's method of carrying out this requirement.



- c. Item numbering and spacing in each Answer Document shall match the item numbering and section and page breaks in the corresponding assessment booklet.
 - d. Answer documents shall be printed to yield two-sided machine-scannable saddle-stitched booklets with 8.5" x 11" pages on white paper, with ink color to match the cover color of the assessment booklet (black and Scan Blue 123 [or scan red ###, etcetera).
5. Enlarge Print Versions of Materials:
- a. Materials are to be magnified to a 35% increase over original.
 - b. All documents originally printed on 8½" x 11" paper will be printed on 11" x 15" paper.
 - c. Paper (type and stock) used for large print versions of materials shall be equivalent to that used in the regular version.
 - d. Nonglossy (matte) paper must be used.
 - e. The darkest possible print setting that will not turn the paper gray must be used.
6. Braille Versions of Materials:
- a. Assessments are to be brailled and proofread by a certified Braille transcriber.
 - b. The brailler shall follow formats in the publication entitled *Standardized Tests*, published by the National Braille Association. Nemeth Code Test should be followed for mathematics and science. Textbook Code (Literary Code) should be followed for ELA (reading and writing) and social studies.
7. Audiotape, CD, Videotape, and DVD Versions of Assessments:
- a. All media must be labeled with program name (MEAP), language version, grade, subject, and date of assessment (e.g. Fall 2005). The label must also state "Any copying is strictly prohibited. All rights under copyright reserved. TM, ®, and Copyright © by the Michigan Department of Education. All rights reserved." These labels shall be approved by the OEAA contract administrator.
 - b. The labels for CDs and DVDs must also state "Audio Only Version" Or "Video Version" plus the media type of CD or DVD.
 - c. Individual audio/video units must be wrapped with the one corresponding assessment booklet plus any related ancillary materials (e.g. acetate ruler) for distribution to school districts.
 - d. The same program shall be recorded on both sides of each audiotape.
 - e. Additional requirements are in section 1.104.O.
8. Assessment Administration Manuals and Assessment Coordinator Handbooks:
- a. All manuals shall be printed in saddle-stitched or perfect bound booklets with 8.5" x 11" color cover stock 30# offset, inside stock 20# white offset with black ink on both sides. The cover stock must be of good quality as to not allow the bleed through and readability of text from the opposite side. The inside paper must be of good quality as to not allow bleed through and have very obscure to no readability of text from the opposite side. Bidders must provide sample of the paper with print on both sides that they propose to use for the MEAP materials.



Appendix B: MEAP Materials List

All MEAP materials will comply with the general materials specifications in Appendix A. Quantities listed below are estimates and do not constitute an order. The administration contractor must receive written approval from the OEAA contract administrator for quantities to produce prior to commencing work.

The following table shows the estimated number of pages per form of the MEAP assessments.

Grade	Mathematics	ELA	Science	Social Studies
3	56	72		
4	56	72		
5	64	72	40	
6	56	72		40
7	56	72		
8	56	72	40	
9				40

The following tables describe in detail the deliverable products required for each of the three years of the contract.

1. The first table covers materials that are not grade-specific which are used for the Grades 3-9 MEAP assessments.

Grades 3-9 MEAP Material Needs Per Academic Year			
Subject	Materials	Pages	Documents
All subjects	MEAP assessment administration manual	72	50,000
	Assessment Coordinator handbook	72	5,000
	Test Administration handbook	72	5,000
	MEAP class/group header sheet	1	52,500
	MEAP school header sheet	1	5,000
	MEAP security compliance form	1	50,000



2. The second table covers grade-specific materials that are used for assessing ELA and mathematics.

Grades 3-9 MEAP Material Quantities Per Academic Year							
Subject	Materials	3	4	5	6	7	8
ELA	Standard assessment booklet	180,000	180,000	180,000	180,000	180,000	180,000
	Operational MC items	55	55	55	55	55	55
	Operational CR items	3	3	3	3	3	3
	Embedded Field Test MC items	16	16	16	16	16	16
	Embedded Field Test CR items	1	1	1	1	1	1
	Forms	10	10	10	10	10	10
	Pages per form	72	72	72	72	72	72
	Large print assessment booklet	200	200	200	200	200	200
	Braille assessment booklet	45	45	45	45	45	45
	Assessment Administration Booklet for Braille	45	45	45	45	45	45
	Audiotape/Audio CD	8,750	8,750	8,750	8,750	8,750	8,750
	Answer document	-	180,000	180,000	180,000	180,000	180,000
Math	Standard assessment booklet	180,000	180,000	180,000	180,000	180,000	180,000
	Core MC items	60	69	57	57	60	57
	Core CR items	0	1	0	1	0	1
	Matrixed MC items	18	20	33	19	24	11
	Matrixed CR items	0	0	0	0	0	0
	Embedded Field Test MC items	110	110	130	110	100	100
	Embedded Field Test CR items	0	10	0	10	0	10
	Forms	10	10	10	10	10	10
	Pages per form	56	56	64	56	56	56
	Large print assessment booklet	200	200	200	200	200	200
	Braille assessment booklet	45	45	45	45	45	45
	Assessment Administration Booklet for Braille	45	45	45	45	45	45
	Audiotape/Audio CD	8,750	8,750	8,750	8,750	8,750	8,750
	VHS/DVD in English	800	800	800	800	600	600
	VHS/DVD in Spanish	500	500	500	500	300	300
	VHS/DVD in Arabic	300	300	300	300	300	300
	Acetate overlay 1	180,000	-	-	-	-	-
	Acetate overlay 2	-	180,000	-	-	-	-
	Acetate overlay 3	-	-	180,000	-	-	-
	Acetate overlay 4	-	-	-	180,000	-	-
	Acetate overlay 5	-	-	-	-	180,000	180,000
	Answer document	-	180,000	180,000	180,000	180,000	180,000



3. The next table covers grade-specific materials that are used for assessing science and social studies.

Grades 3-9 MEAP Material Quantities Per Academic Year					
Subject	Materials	5	6	8	9
Science	Standard assessment booklet	180,000	-	180,000	-
	Operational MC items	39	-	46	-
	Operational CR items	4	-	4	-
	Embedded Field Test MC items	70	-	70	-
	Embedded Field Test CR items	10	-	10	-
	Forms	10		10	
	Pages per form	40	-	40	-
	Large print assessment booklet	200	-	200	-
	Braille assessment booklet	45	-	45	-
	Assessment Administration Booklet for Braille	45	-	45	-
	Audiotape/Audio CD	8,750	-	8,750	-
	VHS/DVD in English	800		600	
	VHS/DVD in Spanish	500		300	
	VHS/DVD in Arabic	300		300	
	Answer document	180,000	-	180,000	-
Social Studies	Standard assessment booklet	-	180,000	-	180,000
	Operational MC items	-	45	-	45
	Operational CR items	-	1	-	1
	Embedded Field Test MC items	-	70	-	70
	Embedded Field Test CR items	-	7	-	7
	Forms		7		7
	Pages per form	-	40	-	40
	Large print assessment booklet	-	200	-	200
	Braille assessment booklet	-	45	-	45
	Assessment Administration Booklet for Braille	-	45	-	45
	Audiotape/Audio CD	-	8,750	-	8,750
	VHS/DVD in English	-	800		400
	VHS/DVD in Spanish	-	500		200
	VHS/DVD in Arabic	-	300		200
	Answer document	-	180,000	-	180,000



The following table shows the actual number of student answer documents scored and reported for each content area for Fall 2007 and can be used to approximate the expected number of documents for Fall 2008.

Student Answer Documents Scored and Reported – Fall 2007				
Grade	ELA	Math	Science	Soc. Studies
3	117,975	118,873		
4	118,095	119,208		
5	118,851	119,701	119,817	
6	122,610	123,392		123,383
7	130,117	130,215		
8	131,326	132,637	132,793	
9				138,591



Appendix D: Contract Report Outline

This contract report encompasses an entire contract, with updates to the technical report for each cycle. Those items in green are descriptions of the processes that remain static across the span of the contract report. Items in red are items that are updated for each cycle in an addendum to the volume. Items are delineated as the responsibility of OEAA, the development contractor (DC), or the administration contractor (AC).

Three volumes are written for the contract. Volume I gives background on the programs covered by the contract.

Volume II describes and analyzes the processes used during the contract, providing a historical record of and recommendations to improve the programs over the span of the contract.

Volume III is a more traditional technical report containing descriptions of and summaries of psychometric and statistical procedures and analyses conducted over the life of the contract.

Volumes II and III describe and analyze the quality control processes used by the contractor and OEAA to assure high quality products, providing protocols and recommendations for monitoring program quality.

Volume I: Background (OEAA)

- Organizational Structure of Michigan Schools
- Statewide Testing and Accountability Programs
- Descriptions of Current and Planned Assessments
- Appropriate Uses for Scores and Reports
 - Individual Student Reports
 - School, District, Intermediate School District, and State Reports
- Organizations and Groups Involved
 - Michigan Government
 - Michigan State Board of Education (SBE)
 - Michigan Department of Education (MDE)
 - Office of Educational Assessment & Accountability (OEAA)
 - Office of Educational Technology
 - Department of Information Technology (DIT)
 - Center for Educational Performance and Information (CEPI)
 - Contractors
 - Administration Contractors and subcontractors
 - Development Contractors and subcontractors
 - Educators
 - Technical Advisory Committee (TAC)

Volume II: Operations (AC, except as noted)

- Project Management
 - Scheduling
 - Original Schedule
 - Implemented Schedule
 - Classification of significant changes to schedule, e.g.,
 - Risks
 - Conflicts
 - Infeasibility
 - Comparisons and recommendations for improvement
- Issue Tracking
 - Listing of significant issues
 - Summary of significant issues
 - Recommendations to reduce issues in future cycles



- Contract Changes
 - Listing of contract change requests
 - Recommendations to reduce contract changes in future cycles
- Item Banking (DC)
 - Quality control protocols
 - Variables gathered
 - Metadata
 - Statistical data
 - Item bank capacities
 - Item development
 - Test development
 - Test maps
 - Test booklets
 - Integrated alignment
 - Webb analyses
 - Other analyses
- Summary of items in bank
 - By grade, subject, and content standard
 - Item development needs
- Development/Production Activities
 - Information Technology
 - Modules developed
 - Modules already developed
 - Requirements gathering
 - Development
 - Testing
 - Implementation
 - Support
 - Training/Help
 - Maintenance
- Item Development (DC)
 - Quality control protocols
 - Item Writing
 - Protocols
 - Alignment
 - Rangefinding
 - Summary of participants
 - Summary of results
 - Item Review
 - Protocols
 - Alignment
 - Summary of participants
 - Summary of results
- Test Development (DC)
 - Quality control protocols
 - Test blueprints
 - Forms pulling
 - Summary of forms development
 - Test maps
 - Numbers of forms developed by subject
 - Recommendations for improvement
- Accommodations (AC in coordination with DC)
 - Types of accommodated materials developed
 - Protocols for development
 - Timelines for developments by type
 - Summary of development by type
 - Issues
 - Numbers
 - Recommendations for improvement



Development of Ancillary materials

- Manuals
- Answer documents
- Released tests

Production of test materials

- Estimating materials needs
- Production of materials
- Summary of all materials produced
- Materials appendix including one set of all materials produced

Administration Activities

- Forms distribution (sampling) plan
- Pre-Identification of students (spray-on and labels)
 - Public schools
 - Private schools
- Summary of Pre-ID
 - Numbers pre-ID'd through spray on and labels
 - Problematic districts
 - Recommendations for improvement

Packaging & Distribution

- Quality control protocols
- First round
- Additional orders
- Summaries
 - Numbers (and distributions by shipment) of first round and additional order materials shipped
 - Additional production
 - By subject, grade, and material type
 - Problematic districts
 - Extra materials remaining
 - By subject, grade, and materials type
 - Problematic districts

Site monitoring

- Protocols
- Sites monitored
- Summary of issues identified during site monitoring
- Recommendations for improvement
 - Administration protocols
 - Ethical guidelines
 - Site monitoring protocols

Materials receipt and tracking

- Quality control protocols
- Regular receipts
- Exceptional receipts
 - Late shipments
 - Delayed or no return of secure materials
- Summaries
 - Numbers of materials received
 - Numbers of materials not returned without follow-up
 - Problematic districts
 - Discrepancies between materials shipped number tested
 - Problematic districts

Handscoring

- Rangefinding (if needed)
- Training
- Hiring requirements
- Monitoring
 - Validity
 - Reliability



- Performance requirements
- Rescoring requirements
- Results summaries
 - Scorer characteristics
 - Numbers of items/essays scored by grade and subject
 - Dismissal and rescoring
- Materials processing—a separate section each for...
 - Scanning, erasure analyses, MC scoring, rangefinding (if needed)
 - logging, tested roster
 - Quality control protocols
 - Summaries
 - Issues with materials processing
 - Summaries of problematic districts with erasures
 - (details in psychometric volume)
 - Summary of handscoring results and problems
 - High level summary of psychometrics
 - (details in psychometric volume)
 - Scoring alerts
 - Child in danger alerts
 - Districts not checking tested roster
 - Changes requested in tested roster
 - Problematic districts
- Reporting activities
 - Quality control protocols
 - Contractor protocols
 - Listing of issues identified
 - Customer Acceptance Testing (CAT)
 - Test Deck
 - Live Data
 - Post-release
 - Listing of issues identified in CAT
 - Production
 - Electronic data file production
 - Print production
 - Posting
 - Distribution
 - Listing of issues with reporting
 - Recommendations for improvement
- Adequate Yearly Progress and EducationYES
 - Quality Control
 - Appeals
- Ethical violations allegations and resolutions log

Volume III: Psychometrics & Technical Analyses (AC except as noted)

- Test development analyses (DC)
 - Target characteristics
 - Alignment
 - Distributions of p-values, pt-bis correlations
 - Distributions of IRT parameters
 - Projected SEM/Information curves
 - Projected reliability
 - Projected classification accuracy
 - Pre- vs. post-equating needs
 - Actual characteristics (as listed under target characteristics)
 - Erasure analyses
 - Analysis procedures
 - Ratio of erasures to all responses
 - Ratio of wrong-to-right erasures versus all erasures
 - Simultaneous analysis



- Unweighted analyses
- Weighted analyses (weight = inverse distance to proficient previous year)
- Data file description
 - Student level
 - Aggregate level
- Summaries
 - Distributions of erasure and Scatterplots of ratio statistics at
 - Student/grade/subject level
 - Group/grade/subject code level
 - School/grade/subject level
 - District/grade/subject level
 - Scatterplots of erasure ratio statistics
 - Cutoff values for identifying problems
 - Problematic results
 - Districts
 - Schools
 - Groups
- Handscoring analyses
 - Validity
 - Reliability
 - Consistency
 - Rater harshness (FACETS analysis)
- Model fit
 - Summary results
 - Comparisons to other models
- Scaling and Equating
 - Quality control protocols
 - Cross-sectional analyses
 - Longitudinal analyses
 - Results
 - Cross-sectional
 - Equating quality/equating error
 - Distributions of scale scores (with cuts superimposed)
 - Percentages in performance categories
 - Cohort to cohort changes (means, SDs, % in PL, % proficient)
 - Statewide
 - District distributions
 - School changes
 - Longitudinal results
 - Statewide transition tables
 - Statewide distributions of progress scores
 - Statewide distributions of progress levels
- Reliability
 - Cross-sectional
 - SEM/Information curves (with cuts superimposed)
 - Internal consistency reliability
 - Empirical IRT reliability
 - Classification consistency
 - Longitudinal
 - Classification consistency
- Validity
 - Construct
 - Alignment
 - Item review
 - Small and large sample comparability analyses of accommodations
 - Cross-sectional classification accuracy (Martineau, 2007)
 - Longitudinal classification accuracy (extension of Martineau, 2007)
 - DIF analysis, including ICCs and option boxplots by group



SEM analyses of reduction of relationship between achievement and demographics when accounting for prior achievement on same or other subjects

Consequential

Surveys of test score uses

Surveys of test score impacts

Item analysis

Types of analysis by

Operational items

Field test items

Pilot test items

Results

Standard Setting

Plans

Results

Adequate Yearly Progress and EducationYES (OEAA)

Methods

Results



Appendix F: Information Technology Quality Plan

A. Project Scope

The information technology system modules to be developed and implemented within the scope of this contract as detailed in section 1.104.K: Information Processes

B. Deliverable Description

The principle deliverables for each IT module are identified in this Quality Plan in section G – Project Deliverables by Phase. Deliverables described under section 1.103 Technical Environment in the contract RFP are also required.

C. Acceptance Criteria

Acceptance of these deliverables are defined by contract provisions and the IT Quality Plan. This includes adherence to the agreed-upon development methodology and standards.

System modules are acceptable when all required deliverables have been approved, system and user acceptance testing is successfully completed and approved, and the software is fully implemented and certified operable in the production environment. Unit testing will include technical review by DIT for compliance with security standards, State of Michigan standards and conformance to guidelines on web-based application appearance and function.

Milestones as follows:

Overall system design concept review and acceptance by contract administrator and DIT for each system module.

For each module:

- Biweekly status on progress, discrepancies and issues.
- Requirements completion and certification.
- Architecture and design certification with DIT
- Software technical review by DIT
- Quality assurance testing and certification
- Implementation operability certification (see 2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE))
- Updated Documentation

D. Quality Assurance Activities

Test Plan: A thorough test plan will be executed for each system module to be developed. This thorough testing process will ensure the system product meets business requirements and project standards and operates successfully in the deployment environments. The Department of Education assures that user program leaders and staff selected for Quality assurance acceptance testing will be able to devote the time required to assure satisfactory quality of testing.

A qualified DIT staff member will conduct methods and product quality control reviews throughout the project. This person will report independently of the project staff to the project manager on methods and standards compliance issues, acceptance of project deliverables, alignment with user requirements, and effectiveness of management controls.

E. Project Monitoring and Control

The principle project control tool is the project schedule. The project will take status checkpoints every week (unless otherwise agreed to with the contract administrator) during the development process. Control deliverables include formal status report, formal discrepancy/issue log review, review meeting or conference call)

- Project schedule and weekly status reports.
- Ongoing logging and tracking of project issues with timely resolution.
- Rigorous quality assurance process.
- Both continuous observation and scheduled formal overall project progress review sessions for system modules with feedback to the contractor, contract administrator and DIT project manager.



F. Project Team Quality Responsibilities

As noted earlier, the mechanics of the development cycle require several quality checks by the project team. These include:

1. Definition of system module requirements and approval with the client.
2. Overall architecture and design review by DIT, including conformance with standards and technology environment requirements, compliance with appearance and web interface requirements, compliance with security requirements and general adherence to industry best practices.
3. Adherence to the test plan. Testing against functionality checklists, requirements test scripts, performance benchmarks established as part of the development, system load testing. Formal discrepancy reporting and resolution processing across all stages of testing.
4. User acceptance testing of each system module delivered. This includes confirmation that agreed-upon functionality levels and requirements have been achieved.
5. Final acceptance testing,
6. Formal clearance of all discrepancy and issue logs prior to user acceptance and quality assurance sign off and before production implementation of each module.

G. Quality Plan - Project Deliverables by Phase

The following is a list of all deliverables required for Project Planning. The vendor may propose alternate software for deliverables that will meet the requirements for the deliverable.

Project Initiation and Planning

Deliverable	Software Used	Responsible
Project Charter	MS Word	DIT IT Project Manager
Quality Plan	MS Word	DIT IT Project Manager
Communications Plan	MS Word	DIT IT Project Manager
Risk Management Plan	MS Word	DIT IT Project Manager
Project Schedule (including tasks for each module updated throughout the contract)	MS Project	Contract Project Manager
Information technology issue log documenting issues related to the system modules and resolution (updated throughout the contract).	MS Word	Contract Project Manager

The following is a list of all deliverables required for each system module. The vendor may propose alternate software for deliverables that will meet the requirements for the deliverable.

Analysis and Design

Deliverable	Software Used	Responsible
Requirements documents with client and DIT sign-off	MS Word	Contract Project Manager
Technical Environment Architecture	MS Word	Contract Project Manager
Module System Design	MS Word	Contract Project Manager
Physical Data Model	Visio	Contract Project Manager
System and module Test Scripts including performance benchmarks and load balancing. User Acceptance Test Scripts	MS Word	Contract Project Manager
Design technical sign-off with DIT project manager.	MS Word	Contract Project Manager DIT IT Project Manager

**Construction and Testing**

Deliverable	Software Used	Responsible
Software source code and deployment files	Selected Development Software	Contract Project Manager
Implementation Plan for Testing	MS Word	Contract Project Manager
Software Technical Review with DIT sign-off	MS Word	Contract Project Manager
Completed module testing and results logged.	MS Word	Contract Project Manager
Completed System Testing and results logged	MS Word	Contract Project Manager
Training Plan and materials for client user testing	MS Word	Contract Project Manager
On-line Help	Robo Help	Contract Project Manager
Completed Client User Acceptance Testing and results logged	MS Word	Contract Project Manager
Client User Acceptance Sign Off	MS Word	Contract Project Manager DIT IT Project Manager
Quality Assurance Review Sign Off with DIT	MS Word	Contract Project Manager DIT IT Project Manager
Software Deployment and Implementation Plan	MS Word	Contract Project Manager

Implementation

Deliverable	Software Used	Responsible
Production software source code and deployment files.	Selected Development Software	Contract Project Manager
Software and Database Deployment to Production	Production Servers Updated	Contract Project Manager DIT IT Project Manager
Training Plan and materials	MS Word	Contract Project Manager
User Training Sessions Completed	MS Word	Contract Project Manager
Implementation Problems\Issues Logged and resolved.	MS Word	Contract Project Manager
Lesson Learned Discussion and Documentation Corresponding Standards/Procedures Updated	MS Word	Contract Project Manager DIT IT Project Manager
30-90 Day Post Implementation Review certification with client.	MS Word	Contract Project Manager DIT IT Project Manager

Final Documentation

Deliverable	Software Used	Responsible
Upon contract completion, Technology Transfer to DIT project staff on all system components completed including necessary training and documentation.	MS Word	Contract Project Manager
Maintenance and Support Plan	MS Word	Contract Project Manager
Enhancements Log	MS Word	Contract Project Manager



Quality Plan - System Test Plan

Objectives of the System Test Plan

The objective of the system test plan is to verify that the system operates correctly under a variety of data conditions and ensure that the navigation through the system is consistent and the system will perform successfully and provides the flexibility and components the user has requested. System testing includes testing the interfaces between other systems and correctness of inputs and outputs.

The testing standard defines the order of testing, test types to be executed and roles involved.

Method of Testing

The test methodology is to verify that the entire process is correct and understandable to the user. The navigation of the system will be checked to confirm that it is straightforward and easy for the user to follow. The GUI will be checked to ensure that the system was designed with conformance to State standards on web-based application appearance and function.

The performance of the system will be checked using a database with a typical load of data and checking response time of processing and retrieval. The uploading/downloading of data, modification, deleting and printing reports will be tested.

All levels of the security system will be checked to confirm that users are limited to the functions assigned to their groups.

Overall Plan

Testing Schedule

The testing schedule for each module will be defined in the project schedule.

Testing Materials

Test Checklists and Test Script Scenarios

To assure completeness of testing, checklist and test script scenarios will be documented after the module business requirements are finalized. The purpose is to itemize all test cases which must be executed to certify that the system meets business requirements, architecture and design standards.

Test Data

A copy of the production database will be replicated to the testing database environment as needed to facilitate thorough testing. System interface modules will also be used to populate test data. Test data will also need to be created to ensure all test cases are executed.

Criteria for Passing Tests

All test cases are required to pass unless otherwise specified in the test script. Success of the entire system will be judged by tester's satisfaction that the new system performs satisfactory and the GUI is consistent and understandable to the user.

For further information on Test Failures see the Procedure Control section of this document.



Procedure Control

Test Initiation

Testing will proceed following successful installation of the system setup and implementation in the appropriate test environment.

Test Execution

The testers will execute all test cases within the timeframe scheduled.

Test Failure

Any test not passing will be logged. All test failures will be corrected by the developer and re-tested. When a given problem is demonstrated to be an isolated one, a re-test of just that module will suffice. Where the problem does or can impact several areas of functionality all affected modules will be re-tested as appropriate.



Test Plan Standard - Scope of Test

	Test Scope	Target of Test	How it is Done	Type of Tests	Role	Testing Process
I N T E R N A T I O N A L	Unit (Objects)	Verify the control flows and the data flows for each module.	Development and executable environment. White-box, black box. GUI testing.	2&3	Developer	Use guidelines and test scripts from design phase to complete object level testing. Manually complete checklists to record test results. Maintain objects and retest until successful completion. Document additional test cases needed for complex logic.
	Module	System Module	Executable environment. Black box test.	1,2&3	Analyst	Following unit testing, Analyst and developer review test plans and make necessary changes. Analyst conducts testing and records results. Developer makes the necessary code changes. Analyst repeats necessary test cases until successful completion.
	System	Whole system version or release.	Executable environment. Function, performance testing.	4,5,6,7,8,9, 11	Architect, Developer, DBA, Analyst	System testing will be scheduled before implementation of a system version or release (iteration). Problems are logged for resolution. Developer makes the necessary code changes. Repeat necessary test cases until successful completion.
	User Acceptance	Whole system version or release.	Executable environment Testing at user site with test data.	2,3,8,10	User, Analyst	User acceptance testing will be scheduled after successful module and system testing of a system version or release (iteration). Problems are logged for resolution. Developer makes the necessary code changes. Repeat necessary test cases until successful completion.



Types of Tests

1. Data & Database Integrity Testing

This test focuses on

- Checking the integrity of the data types used and the referential integrity for the tables in the database.
- Ensure Database access methods and processes function properly and without data corruption.

Technique

Invoke each database access method and process, seeding each with valid and invalid data (or requests for data).

Inspect the database to ensure the data has been populated as intended, all database events occurred properly, or review the returned data to ensure that the correct data was retrieved.

Completion Criteria

All database access methods and processes, function as designed and without any data corruption.

Tasks

Developer - Test the SQL statements for the input data and the expected results.

DBA - Test the database design for the referential integrity.

2. Function Testing (Including functional regression testing)

This test focuses on

- Requirements that can be traced directly to components and business rules.
- Verifying proper data acceptance, processing, and retrieval, and the appropriate implementation of the business rules.

Technique

Execute each module using valid and invalid data, to verify the following:

The expected results occur when valid data is used.

The appropriate error / warning messages are displayed when invalid data is used.

Each business rule is properly applied.

Completion Criteria

All planned tests have been executed.

All identified defects have been addressed.

3. User Interface Testing

This test focuses on

- Window objects and characteristics, such as menus, fonts, size, position, tree view controls conform to GUI standards.
- Navigation through the system properly reflects business process and requirements.

Technique

Create / modify tests for each window to verify proper navigation.

Prepare a checklist of the GUI Standards to be tested for the window or group of windows.

**Completion Criteria**

Each window successfully verified to remain consistent with the defined standards.

4. Performance Profiling

This test focuses on

- Evaluating response times, transaction rates, and other time sensitive requirements.
- Verifying performance behaviors for designated transactions or business functions under the normal anticipated workload and anticipated worse case workload.

Technique

Use tests developed for Function Testing

Develop and run scripts on one machine and repeat with multiple clients

Completion Criteria

Successful completion of the test scripts without any failures and within acceptable time allocation.

5. Load Testing

This test focuses on

- Verifying performance behaviors, time for designated transactions or business cases under varying workload conditions.

Technique

Use tests developed for Function Testing with varying the number of transactions or number of times the transaction occurs.

Completion Criteria

Successful completion of the tests without any failures and within acceptable time allocation.

6. Stress Testing

This test focuses on

Verifying that the target-of-test functions properly and without error under the following stress conditions:

- Little memory available on the server
- Maximum number of clients connected (or simulated).
- Multiple users performing the same transactions against the same data / accounts
- Worst case transaction volume / mix.

Technique

Use tests developed for Performance Profiling or Load Testing. To test limited resources, tests should be run on single machine, RAM on server should be reduced (or limited).

Completion Criteria

All planned tests are executed and specified system limits are reached / exceeded without the software or software failing



7. Volume Testing

This test focuses on

Verifying that the target-of-test successfully functions under the following high volume scenarios:

- maximum number of clients connected all performing the same, worst case(performance) business function for an extended period.
- maximum database size has been reached (actual or scaled) and multiple queries / report transactions are executed simultaneously.

Technique

Use tests developed for Performance Profiling or Load Testing.

Completion Criteria

All planned tests have been executed and specified system limits are reached / exceeded without the software failing.

8. Security Testing

This test focuses on

Verifying that a user can access only those functions / data for which their user group is provided permissions.

Verifying security requirements are implemented correctly.

Technique

Identify and list each user group and the functions / data each group has permissions for. Create tests for each user group and verify permissions by logging into the system with different user ids. Create tests to verify all data handling for inputs/outputs, uploads/downloads meet security requirements.

Completion Criteria

For each known user group, the appropriate function / data are available and all transactions function as expected and run in prior function tests. For rest of the users the service is denied with a log in system administration log file. For all data handling scenarios verify proper security mechanisms are present and tested.

9. Configuration Testing

This test focuses on

Verifying that the target-of-test functions properly on the required hardware / software configurations.

Technique

Use Function Test scripts. Open / close various non-target-of-test related software, such as the Microsoft applications, Excel and Word, either as part of the test or prior to the start of the test.

Repeat the above process, minimizing the available conventional memory on the client.

Completion Criteria

For each combination of the target-of-test and non-target-of-test software, all transactions are successfully completed without failure.

10. Installation Testing.

This test focuses on

Verifying that the software packages for the client and server properly installs onto each required hardware configuration for new installation, reinstallation or updating with new version.

Technique

Manually or develop installation scripts to validate the condition of the target machine.

**Completion Criteria**

The transactions for the software execute successfully without failure.

11. Integration Testing

This test focuses on

Verifying proper integration of the software modules and business rules are followed correctly.

Technique

Use the function test scripts to verify the proper integration of the modules.

Completion Criteria

All transactions for the software execute successfully without failure.



Appendix M: Test Deck and Customer Acceptance Specifications

Environment

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

The files resulting from the test deck must be transferred into the customer acceptance testing in the same way and in the same IT environment as the operational data from scanning and item scoring will be passed into the procedures evaluated by the customer acceptance testing.

The processes used in Customer Acceptance Testing shall be conducted in the same IT environment using the same processes as will be used for live data.

The only exceptions shall be problems identified in the test deck and/or customer acceptance testing that are rectified for processing live documents and live data.

Test Deck

Within 30 days after business requirements are approved by OEAA, the administration contractor shall propose to OEAA a set of specifications for the development of two test decks to undergo scanning and scoring. Each test deck shall consist of hand-bubbled answer documents satisfying each scenario in the test deck set.

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

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

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

- Erasures
- Multiple marks
- Omits
- Stray marks

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

The second test deck will be used check the complete process from answer document bubbling through the production of all report types foldered for distribution, and including the student data file. A demonstration of the inclusion of scores for constructed response items must be included,

This second deck shall include two public schools, one charter school, and one non-public school all located within the same local district and a second public school from a separate local district but the same Intermediate School District (ISD) as the other schools.

**Handscoring Check Customer Acceptance**

Within 30 days after business requirements are approved by OEAA, the administration contractor shall propose to OEAA a set of specifications for a hand-scoring check that will demonstrate (1) the accurate recording of scores for constructed response items and, (2) accurate transfer to, and inclusion of, the scores in the student score file.

OEAA will add to or remove from the specifications and must give final approval for the specifications prior to the demonstration. After each operational administration both the administration contractor and OEAA shall review the specifications based upon any problems experienced or upon newly anticipated problems not captured in the original specifications.

Customer Acceptance Testing (CAT)

The entire data file resulting from the second test deck or an extract from that file shall serve as the basis for CAT, as proposed by the administration contractor and approved by OEAA. The CAT specifications shall allow for the seamless transfer of the test deck-produced file into the CAT environment.

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

In addition, the administration contractor shall propose to OEAA plans for a production sample CAT that will include live data from pre-selected schools and districts among which there is an aggregate population that includes;

(1) to the extent possible, students representative of each demographic characteristic.

(2) two complete ISDS encompassing:

(a) at least two complete districts with each grade level and content area being reported from at least two separate schools within each district and,

(b) at least one charter school academy and,

(c) at least one non-public school.

The results of production sample CAT will need to be approved by the OEAA prior to the production and distribution of reports to schools and districts,